

**US EPA Brownfield Cleanup Grant Application
US EPA RFP No. EPA-OLEM-OBLR-18-07
The Former Russell Sawmill Tract
Lee County, Virginia**

Prepared for:

**US Environmental Protection Agency
c/o Felicia Fred, Regional Brownfield Program Contact, Region III
1650 Arch Street
Philadelphia, PA 19103**

Prepared by:

The Nature Conservancy

**Clinch Valley Program
146 East Main Street
Abingdon, Virginia 24210**

**(276) 676-2209
slindeman@tnc.org**

January 31, 2019



Table of Contents

SECTION I: Narrative Information Sheet

Attachment: Letter of Support from the Virginia DEQ Brownfield Program Manager

SECTION II: Narrative / Ranking Criteria

Attachment: Letters of Support from Strategic Partners

SECTION III : Threshold Criteria

Appendix A: Non-Profit Status Documentation

Appendix B: Property Ownership Documentation

Appendix C: Community Notification Documentation

Appendix D: Petroleum Site Determination Documentation

SECTION I: NARRATIVE INFORMATION SHEET

Narrative Information Sheet

Former Russel Sawmill Tract, Lee County Virginia

Brownfield Clean Up Grant Application, 2019 Grant Cycle

The Nature Conservancy, Grant Applicant

1. Applicant Identification

The Applicant is The Nature Conservancy (TNC). TNC is an international non-profit (501(c)(3)) organization that is dedicated to the preservation of natural areas and habitat for threatened and endangered species.

2. Funding Requested

- a. Grant Type: Single Site Cleanup
- b. Federal Funds Requested
 - i. The amount requested is \$208,000 (two-hundred eight thousand dollars).
 - ii. TNC is not requesting a cost share waiver.
- c. Contamination: Hazardous and Petroleum. \$108,000 Hazardous Substances and \$100,000 petroleum.

3. Location

The Former Russell Sawmill Site is located in Lee County, Virginia.

4. Property Information

The property is referred to as the Former Russell Sawmill site. It is a 71.74-acre site that is located adjacent to, and north of, State Route 662 in the Cedars area of Lee County, approx. 2 miles west of Jonesville. The property is comprised of tax parcel 52-A-32A and portions of tax parcels 52-A-32B and 70-1-1E. The entire property is now designated as tax parcel 52-A-32A. Due to the rural nature of the site there is no specific postal address, although if a zip code would be assigned it would likely be 24263. The site land use is currently subject to an Open Space Easement that is held and monitored by the Virginia Department of Conservation and Recreation. The easement conditions require the land to remain in open space and precludes any development of the property.

5. Contacts

- a. Grant Project Manager: Steve Lindeman, Land Protection Program Manager, The Nature Conservancy, 146 East Main street, Abingdon, Virginia 24210. Office (276) 676-2209; cell (276) 224-8222; and email slindeman@tnc.org.
- b. Chief Executive Officer: Mark Tercek, Chief Executive Officer, The Nature Conservancy, 4245 Fairfax Dr #100, Arlington, Virginia 22203. Office (703) 841-5332; and email mtercek@tnc.org.

6. Population

The population of Lee County, Virginia is 23,758. Population of the nearest Town, Jonesville (County seat) is 948. As the Jonesville represents the population center that will be most effected by the remediation of the former Russel Sawmill Site, the Jonesville population is considered most representative for this application.

7. Other Factors Checklist

Other Factors	Page #
Community population is 10,000 or less.	
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	NA
The proposed brownfield site(s) is impacted by mine-scarred land.	NA
Secured firm leveraging commitment ties directly to the project and will facilitate completion of the project/redevelopment; secured resource is identified in the Narrative and substantiated in the attached documentation.	NA
The proposed site(s) is adjacent to a body of water (i.e., the border of the site(s) is contiguous or partially contiguous to the body of water or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	2
The proposed site(s) is in a federally designated flood plain.	
The redevelopment of the proposed cleanup site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or any energy efficiency improvement projects.	NA

8. Letter from the State or Tribal Environmental Authority

A letter of from the Virginia Department of Environmental Quality (DEQ) that both acknowledges and recommends the Nature Conservancy's plans to conduct cleanup activities at the Former Russell Sawmill Site is presented immediately following this page.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

Mailing address: P.O. Box 1105, Richmond, Virginia 23218

www.deq.virginia.gov

Matthew J. Strickler
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

January 17, 2019

Steve Linderman
The Nature Conservancy
146 East Main Street
Abingdon, Virginia 24210

Subject: Acknowledgement and Support
FY 2019 Brownfields Assessment Grant Proposal
EPA Cleanup Grant
EPA-OLEM-OBLR-18-06

Dear Mr. Linderman:

The Virginia Department of Environmental Quality (DEQ) is in receipt of your request for support to the above referenced brownfields grant application. The request will be for an EPA Cleanup grant for the Nature Conservancy. DEQ is pleased to add our support for the subject EPA grant proposal and has been working closely with the Nature Conservancy and Department of Conservation and Recreation on this unique brownfields opportunity for years.

The former Russel Sawmill Tract (RST) is set in the middle of a consortium of properties that comprise the Cedars Natural Area Preserve that is operated by the Virginia Department of Conservation and Recreation (DCR). The once the former RST is remediated, the site owner, The Nature Conservancy (TNC) will convey the land to DCR. DCR will incorporate the site into the Cedar Natural Area Preserve and it will be open to public access. This land transfer will help to protect threatened and endangered species, preserve venerable natural features, protect water quality, preserve important cultural resources and enhance Lee County's most important economic development sector, tourism.

The DEQ Brownfields Program is pleased to provide our support for this grant proposal and feels that if successful the grant funds would play a vital role in not only protection of the environment but promote the ecological tourism vital to the future of Lee County. It is our sincere hope that the subject proposal will be successful and I look forward to continuing to work with your staff. If I can be of further assistance please don't hesitate to call me at (804) 698-4064.

FY 2019 Brownfields Assessment Grant Proposal
EPA Cleanup Grant
EPA-OLEM-OBLR-18-06
January 17, 2019

Sincerely,

A handwritten signature in blue ink that reads "Vincent Maiden". The signature is written in a cursive style with a large initial "V".

Vincent A. Maiden, CPG
Brownfields Program Coordinator

cc: Dan Manweiler – DEQ-BRRO
Meade Anderson – DEQ- CO
Andy Kassoff – 3E

SECTION II: NARRATIVE / RANKING CRITERIA

Narrative / Ranking Criteria

Former Russell Sawmill Site, Lee County Virginia

Brownfield Clean Up Grant Application, 2019 Grant Cycle

The Nature Conservancy, Grant Applicant

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

a. Target Area and Brownfields

i. Background and Description of Target Area

Lee County is located in far southwest Virginia. Of the six counties that border Lee County, two reside in Kentucky, two in Tennessee and two in Virginia. The County has a total area of 437 square miles. Lee County is physically closer to the capital cities of eight other states (NC, SC, GA, TN, WV, KY, OH, and IN) than it is to the Virginia state capital city of Richmond. Many who live in Lee, and many who visit, feel as though the residents of Lee are politically isolated and removed. The economy of Lee County is historically dependent largely on tobacco and coal mining. With the decline of both of these industries the poverty rate in the county has risen steadily to well beyond the state and national averages. This is in stark contrast to the majestic beauty and world ranking biodiversity that define the natural heritage of the county. To leverage these features the County has attempted to increase recreational tourism to the region using the slogan *Where Virginia Begins*. This effort has also emphasized the county's cultural history as a route used by settlers going west through the Cumberland Gap. The Daniel Boone Wilderness Trail Association (a community partner to this application) was formed to enhance this effort.

The former Russell Sawmill Tract (RST) is currently owned by The Nature Conservancy (TNC), an international non-profit organization dedicated to preserving sensitive lands and habitat for endangered species. The RST is located in the center of a Virginia State designated Natural Area Preserve known as the Cedars NAP. The Cedars NAP is a 2,090-acre assemblage of contiguous and non-contiguous tracts in the Cedars area of Lee County, under the stewardship of the Virginia Department of Conservation and Recreation (DCR), Division of Natural Heritage (DNH). ***Once the prior industrial impacts of the RST are remediated, it is the intention of TNC to convey the tract to the DCR for incorporation into the Cedars NAP.*** The RST is located within an area considered to be not only one of the most biogeographically significant regions in Virginia but a global biodiversity hotspot. This concentration of rare species is due in part to unusual geology which has a major influence on the flora and fauna present. The area is underlain by Hurricane Bridge limestone, which creates unusual soil, topographic, and hydrological conditions, which in turn has led to specialized flora and fauna. The underlying limestone (karst) geology of the area has allowed for the formation of numerous sinkholes, sinking streams, and caves. Caves, by their isolated nature tend to support highly specialized animals endemic to very small geographic areas. The Lee County cave isopod (*Lirceus usdagalun*), which was originally found in Thompson Cedar Cave beneath the property, is a prime example. It is only found within the Cedars region of Lee County and it is listed as both a state and federally endangered species. Land conservation within the Cedars is helping assure preservation of this species and may eventually lead to its removal from the endangered species lists. Transfer of the RST from the TNC to the DCR will allow for additional public access points and significantly enhance the potential for future recreational eco-tourism to the region. Future land use of the site is limited to operation as a natural area under the conditions of an open space easement on the parcel held by DCR.

ii. Description of the Brownfield Site

The RST is a 71.74-acre site that was historically used a former rural sawmill operation. The RST has been subdivided off from a larger 111-acre site known as the Curtis Russell Lumber Company site. The majority of impacts at the RST have been described in an ASTM E1527-13 compliant Phase I Environmental Site Assessment (ESA, July 2017) and an ASTM E1903-11 Phase II ESA (December 2014). The Phase I ESA was developed specifically for the 71.74 RST Parcel. The Phase II included the parcel that is the RST, although the Phase II characterized the 111-acre parcel from which the RST was subdivided. The Phase I ESA identified nine waste areas randomly deposited in the forest understory of the site that will require remediation, demolition, or management. They include: A former sawmill building, structural metal debris, abandoned vehicles, abandoned storage tanks, used tire piles, and several large (acres in size) sawdust piles (source of leachate during decomposition). The adjoining properties to the north, east, and west of the subject property are undeveloped woodlands that are currently owned by the Virginia DCR and are portions of The Cedars NAP. These properties have been dedicated portions of the Natural Area Preserve since 2004 and 2005 and have been utilized for conservation purposes since that time. Prior to the Virginia DCR's ownership, these properties were privately held and contained undeveloped woodlands.

South of the subject property is the remaining portion of the Curtis Russell Lumber Company property (the remaining approximately 40-acres of the original 111-acre site from which the RST has been subdivided). It contains numerous buildings in connection with a sawmill operation (the "old" sawmill on the RST is abandoned), a maintenance garage, and an office building. Currently, there is an active pallet manufacturing operation on a portion of the property and the maintenance garage is utilized. The Curtis Russell Lumber Company purchased this property in 1987 and 1988 and constructed the sawmill facility in 1990. This sawmill was in operation from 1990 until 2011. During this time, much of the property was used for the storage of logs and lumber; however, miscellaneous sawmill parts, tires, and abandoned heavy equipment and vehicles can also be found throughout the property. Prior to this, the property was owned by the Virginia Oil and Refining Company, Inc. from 1984 until 1988, which utilized the property for bulk oil storage and processing. Several items currently located on the property, such as above-ground storage tanks, an oil loading/unloading facility, and an oil/water separator are facilities once used in this operation. These facilities are in close proximity (less than 250 feet) to the southeastern portion of the RST property. Prior to the Virginia Oil and Refining Company, this property had been owned by the Wygal and Gibson families since the early 1900's. Aerial photos indicate the site was in pasture prior to its sale in 1984.

By the late 1980s, Batie Spring (*a water body that is adjacent to the RST and forms Batie Creek which flows to the federally impaired Powell River*) and the Thompson-Cedar cave system (located on the RST) had been impacted by sawdust leachate. A Virginia DEQ Consent Order (VAR050131) resulted from studies conducted in the late 1980s and 1990s which documented this impact. The property owner Gary Russell removed stockpiled sawdust around the on-site cave and constructed a berm to prevent sawdust and leachate from entering the mouth of the Thompson-Cedar cave system. Some sawdust piles were covered with soil and seeded. The large sawmill ceased operation about 2011. Approximately 85,000 tons of sawdust was removed from the site. Based upon analysis results from 2001, it was

Narrative /Ranking Criteria
Russell Sawmill Site Application

determined that the remaining sawdust was past active decomposition and mature in nature. Improved water quality trends within Batie Creek and recovery of the cave stream community, stream water quality and cave adapted organisms, including reappearance of the Lee County Cave isopod was documented. A site visit by DCR, USFWS and DEQ staff was conducted in 2007, and it was decided that further disturbance of the remaining sawdust was unwarranted as the volunteer vegetative cover which had established was beneficial.

In 2015 DEQ issued Pollution Complaint ("PC") No. 2015-1022 for release(s) at the location of the old bulk plant. After remediation of that area by DEQ, the PC was closed on December 9, 2016. The 2014 Phase I and Phase II ESA's along with much of the site remediation was conducted using a Virginia DEQ Brownfield Assistance Fund grant secured on behalf of TNC by the Daniel Boone Soil and Water Conservation District.

The Nature Conservancy purchased 71+ acres of the total 111-acres of Curtis Russell Lumber Company property, including the "old" sawdust pile and the entrance to Thompson-Cedar cave, on August 4, 2017. DEQ indicated at that time its intent to terminate the existing Consent Order, which dealt only with the sawdust piles and leachate. The Consent Order was officially closed in August 2108. Some of the areas of the property characterized by the 2014 limited Phase II ESA were not part of the acreage purchased by TNC.

DEQ water quality staff have collected DO, pH and conductivity data at the adjacent water bodies Batie Spring and at Batie East and Batie West stations during June and July 2018, with no indication of any lingering water quality issues. The remediation of the 71-acre RST will serve to maintain the improved water quality in the adjacent Batie Spring/Creek system, as well as the improved conditions in the sensitive Thompson-Cedar cave system. Additionally, the remediation will render the site suitable for public access and natural area preservation.

b. Revitalization of the Target Area

i. Redevelopment Strategy and Alignment with Revitalization Plans

The redevelopment strategy for the 71.74-acre RST is to cleanup known sources of contamination such as the abandoned oil-filled machinery, vehicles, tires, scrap metals, other debris and stabilize/and or manage the existing sawdust piles as well reinforce the drainage improvements. Additionally, as the RST has direct access to State Route 662, a parking area, interpretive signage and trail system are envisioned. All these efforts will render the site suitable for public access and enhance the natural area preservation. These efforts specifically align with the Lee County's efforts to enhance and promote recreational tourism within the County. This strategy is in keeping with the County's *Where Virginia Begins* initiative, as well as the Crooked Road Trail (Virginia's Heritage Music Trail), the Southwest Virginia Spearhead Trails Initiative, the Lee County Forts and Fiddles Program and is synergistic with the County's efforts to promote The Wilderness Road State Park and the Cumberland Gap National Park. Additionally, the redevelopment strategy conforms with the Lee County Comprehensive Plan (April 2012) future land use designation of A-1 "agricultural" which supports open space land management.

ii. Outcomes and Benefits of Redevelopment Strategy

The anticipated outcome of the redevelopment strategy will be to convey the RST property to the Virginia DCR for incorporation of the site into the Cedars Natural Area Preserve. The site will be returned to a natural state free of prior industrial impacts. This property will be used for non-profit purposes and will enhance initiatives for recreational tourism to the region. It will preserve and enhance improvements to local water quality and allow for the establishment and preservation of critical habitat for native species.

c. Strategy for Leveraging Resources

i. Resources Needed for Site Reuse

As the RST will be managed as a Natural Area Preserve by the Virginia DCR, the site will be subject to eligibility for Virginia state funds to support its operation and maintenance. Additionally, there is the proven ability to leverage grants to support the reuse of the site by both the applicant (TNC) and the ultimate steward of the property the Virginia DCR. The RST was purchased by the TNC (a subgrantee to the Virginia Department of Game and Inland Fisheries) using a grant from the US Fish and Wildlife Service (USFWS Grant 3 F17AP00101 E13RL, dated February 1, 2017). Both DCR and TNC were integral in assisting the Daniel Boone Soil and Water Conservation District to secure the Virginia Brownfield Assistance Funding for the site. Both TNC and DCR maintain a staff of grant writing specialists. While future grants may be required to enhance public access or educational opportunities at the RST, the demand for resources required to meet the reuse strategy of a natural area preserve will largely be met by this Brownfield Cleanup Grant, should the EPA see fit to award it.

ii. Use of Existing Infrastructure

The primary infrastructure to be leveraged by the RST will be the state highway system (specifically State Route 662). No other critical infrastructure is present at the site or its boundaries, and none are needed to meet the redevelopment strategy of a natural area preserve.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

a. Community Need

i. The Community's Need for Funding

Lee County Virginia has been subject to shrinking tax revenues for nearly a generation due to both a decline in economic opportunities and population (23,748 residents in the County, 948 in Jonesville, the closest population center to the site) due to a migration of young residents seeking opportunities elsewhere. Schools have closed and hospitals have been shuttered. According to the US Census Bureau, the median household income of a Lee County resident is \$31,577. That is compared to the national average of \$55,322, and the Virginia average of \$66,149. Lee County has the lowest median household income of any city, town or county in Virginia with the exception of the City of Martinsville, which is just \$800 per year less than that of Lee County. The percent of the Lee County population in poverty is 28.2 %, compared to the national rate of 12.3% and the Virginia rate 10.6%. The community's need for funding is self-evident.

Narrative /Ranking Criteria
Russell Sawmill Site Application

- ii. Threats to Sensitive Populations
 - (1) Health or Welfare of Sensitive Populations

The most sensitive population in Lee County, and the nearest population center the site the Town of Jonesville, are the low-income communities throughout the County. This population will be beneficially impacted by this cleanup by enhancing the potential for recreational tourism. Water quality improvements will be enhanced as well by the removal potential pollutant source from a site that is adjacent to tributary to the federally impaired Powell River (TMDLs for e-coli and sediment).

(2) Greater than Normal Incidence of Disease and Adverse Health Conditions

Lee County does suffer from elevated (when compared to national averages) incidence of diabetes, cardio complications, obesity and adult incidence of smoking. The establishment of additional opportunities for pedestrian public access will serve as a net benefit to the population of the County through the incorporation of the parcel into the Cedar NAP. This designation will promote hiking, bird watching, plant identification and other outdoor activities requiring physical exercise.

(3) Economically Impoverished/Disproportionately Impacted Populations

As described in Section 2.a.i, above, Lee County is the second most impoverished locality in Virginia. This population will benefit significantly from the environmental cleanup of this environmentally sensitive parcel.

b. Community Engagement

- i. Community Involvement

Throughout the project, the TNC and DCR will communicate quarterly with the community through neighborhood gatherings, church groups, speaker's bureaus, newsletter mailings, web sites, social media, and other communication vehicles including local media outlets such as the Lee Register. The web based local media outlets such as the Lee County government website and the Lee Register online platform will be a primary source of information. Concise summaries of the Cleanup progress will identify brownfields work conducted and next steps. The proposed outreach tools are appropriate for the community, and TNC and the DCR have used these communications methods with previous success.

The following Table lists our Strategic Community Partners:

Partner Name	Point of Contact (Name, email and phone)	Specific Role in the Project
Friends of The Cedars	Jolene Lambert jolene.lambert@lee.k12.va.us	President, Friends of The Cedars Reuse implementation assistance
Daniel Boone Soil & Water Conservation District	Shawn Morris shawn.morris@va.nacdnet.net	Conservation Specialist, DBSWCD Reuse implementation assistance
Virginia Master Naturalists - High Knob Chapter	Chris Allgyer ChaosLefty@gmail.com	President, VMN High Knob Chapter Reuse implementation assistance
Daniel Boone Wilderness Trail Association	Joan Short joanboydshort@gmail.com	DBWTA Reuse implementation assistance
Lee County Government	Dane Poe ddpoe@leecova.org	County Administrator, Lee County Public outreach assistance

ii. Incorporating Community Input

TNC will incorporate the community input received into the reuse strategy efforts to the extent allowable under the condition of the site Open Space Easement and other agreements with the DCR.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. Proposed Cleanup Plan

The proposed clean up plan will target the surface debris and waste that is in the form of abandoned vehicles, abandoned oil-filled machinery, scrap steel, abandoned tire piles, minor wooden structures and an estimated 80,000 – 100,000 cubic yards of composted sawdust. The anticipated contaminated media will be petroleum impacted soil limited to the immediate vicinity of the abandoned equipment, possible metals impacted soil associated with vehicle battery storage (limited to less than 50 batteries) and potential unknowns in miscellaneous debris piles. The preferred clean-up alternative will be to characterize and categorize the surface debris and dispose of it as recyclable material or transport to a facility licensed to receive the waste stream. The sawdust piles will be stabilized, and the feasibility of some limited removal or onsite use will be evaluated. Post removal confirmatory sampling will be performed to ensure that site risks will be suitable for recreational use under the VRP.

b. Description of Task and Activities

Activity	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Grant Management	X	X	X	X	X	X	X	X	X	X	X	X
Coordination with Community Partners	X	X	X	X	X	X	X	X	X	X	X	X
RFP for Qualified Consultants-Hire Same	X	X										
Enrollment of the site into the VRP			X									
Waste Stream Inventory and Cleanup Planning			X									
Debris and Waste Removal				X								
Post Removal Confirmation Sampling					X							
Community Meetings			X				X				X	
Site Restoration and Stabilization						X	X	X	X	X	X	
Project Closeout												X

- **Grant Management:** Grant Management will be directed by TNC, and much of the reporting elements
- **Procuring Qualified Consultants:** The grant project manager will procure consultants upon grant award to support community engagement activities; engage with Virginia's Voluntary Remediation Program (VRP); and develop cleanup and reuse plans.
- **Task 1: Site Waste Stream Inventory and Disposal Planning:** Following the procurement of qualified consultants, the waste streams associated with the site will be inventoried and evaluated. A site plan will be generated that identifies the location of each area of waste requiring management, and the relative nature and volume of wastes requiring management. A drone will be flown under leaf off conditions to fully evaluate the potential for surficial wastes. Waste streams that could be potentially recycled (scrap metals, tires, etc.) will be identified and potential purchasers will be contacted. Disposal facilities for other waste streams will be identified. Additional characterization to determine the proper disposal of potential waste

Narrative /Ranking Criteria
Russell Sawmill Site Application

streams will be identified and conducted.

- **Task 2: Debris and Waste Removal and VRP coordination:** The disposal plan developed during Task 1 will be implemented. Prior to implementation, application to the Virginia DEQ VRP will be made and the disposal plan will be coordinated with the VRP. All VRP coordination through the Certificate of Satisfactory Completion will be addressed under this task.
- **Task 3: Post Removal Confirmation Sampling:** Any evidence of releases of contaminants to the environment identified during the removal action will be subject to characterization and removal. Post removal confirmation sampling to document the successful removal of contaminants will be performed.
- **Task 4: Site Restoration and Stabilization:** It is anticipated that the removal action and demolition will require vehicular and machinery access into the site. Under this task the area of soil disturbance will be restored and stabilized. Stabilization efforts will require technical resources to ensure that any measures are protective of existing flora and fauna, and that all plantings are of approved native species.
- **Community Meetings:** Community meetings will begin in the middle of Year 1, to prepare for cleanup and reuse planning. A year 2 Community meeting is proposed to describe progress on the cleanup and future restoration efforts. A final public meeting will be held at the conclusion of the project to review accomplishments.

c. Cost Estimates and Outputs

The table below describes the cost estimate for tasks proposed under the grant. The Cost Share of 20 percent will be met through cash allocation from both TNC and the Virginia DCR in the amount of \$20,800 from each entity. As the process progresses, if there are opportunities for the TNC or DCR to provide expertise towards meeting key project outcomes (such as a native species planting plan, etc.), in-kind services may be applied to the cost share. Cost share allocation will be carefully monitored and accounted for in the Grant Administration accounting and reporting.

Budget Categories		Project Tasks (\$)				
		Task 1: Site Waste Stream Inventory/Disposal Planning	Task 2: Debris and Waste Removal/VRP Management	Task 3: Post Removal Confirmation Sampling	Task 4: Site Restoration and Stabilization/ Close out Reporting.	Total
Direct Costs	Personnel	1,000	500	500	1,000	\$3,000
	Contractual	\$12,680	\$171,000	\$16,600	\$34,434	\$234,714
	Other	0	0	0	0	
Total Direct Costs		\$13,680	\$171,500	\$17,100	\$35,434	\$237,714
Indirect Costs		\$684	\$8,575	\$855	\$1,772	\$11,886
Total Federal Funding (not to exceed \$500,000)		\$5,985 P, \$5,986 H	\$79,032 P, \$71,030 H	\$7,481 P, \$7,481 H	\$15,502 P, \$15,503 H	\$108,000 P \$100,000 H
Cost share (20% of requested federal funds)		\$2,393	\$30,013	\$2,993	\$6,201	\$ 41,600
Total Budget (Total Federal Funding + Cost Share)		\$14,364	\$180,075	\$17,955	\$37,206	\$ 249,600

Note: P= Petroleum and H=Hazardous

Indirect costs are costs identified as incurred for common and joint objectives. They are costs that are difficult to charge to a specific project but are incurred nonetheless as part of doing business. Examples may include administrative staff costs, rent, utilities, common telephone costs, and other general and administrative costs.

d. Measuring Environmental Results

Project outputs, overall project results and eventual project outcomes will be measured quantitatively and qualitatively. Key project outputs will be successful removal and demolition of all site debris, waste and structures to render the site a natural area preserve and support the restoration of habitat for sensitive flora and fauna. The ultimate output for the remediation will be a Certificate of Successful Completion form the Virginia DEQ Voluntary Remediation Program. Key Outcomes of the project will be the establishment of habitats to support native plant species, public access plans, interpretive signage and access to the site for scientific study and documentation. The successful incorporation of the site into the Cedars Natural Area Preserve will be the ultimate outcome for the site.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

a. Programmatic Capability

Each public award TNC receives is administered with support from its Grants Service Network (GSN), established in 1998 to ensure organizational compliance with government regulations. Along with the project manager (PM) for each award, the GSN's legal, accounting, and grants specialist (GS) staff play key roles in the life of an award. Our standard operating procedures require timely recording of all award costs, and that at least quarterly, the GS and PM compare the budgets against the actual costs to make sure spending is on track. At the same time, costs are confirmed as being appropriate to the award so that timely reimbursement requests can be submitted to the agency. Contracts issued as part of an award project are drafted to have fitting deliverables and timelines to make sure work will be completed and billed on time. TNC has a purchasing SOP that dictates the steps we need to take before entering into a contract.

i. Organizational Structure

The Organization structure of the Grant Management Team will include Mr. Steve Lindeman, TNC Land Protection Program Manager who will serve as the Grant **Project Manager**. As such, he will be responsible for overall leadership of the project and will be responsible for ensuring deliverables are completed. Steve will be responsible for drafting an RFP and getting competitive proposals for the contract work. He will also be responsible for submitting any progress reports that are required during the grant term. Steve has been with TNC for 19 years and has extensive project management experience. He has attended a NJIT Technical Assistance training on Brownfield Grant procurement and management.

Ms. Peggy Marson, **Grants Specialist** will oversee the financial administration of the project and ensure compliance with government regulations. She will track expenses for the project and will prepare internal and external financial reports. Peggy will also review contracts as well as the bidding process to make sure it is done according to TNC and government rules. She will also maintain the master award file for the agreement. Peggy has worked with The Nature Conservancy for 26 years, with 3+ of those years as a Grants Specialist. She has had extensive training in

Narrative /Ranking Criteria
Russell Sawmill Site Application

administering government awards and has been involved with numerous grants from federal, state, and partner organizations.

Steve and Peggy will be assisted by the efforts of Mr. Claiborne Woodall, Regional Supervisor / Natural Areas Steward for Virginia DCR will also serve on the Grant Management Team to ensure a smooth transition once the land is conveyed from TNC to the DCR.

ii. **Acquiring Additional Resources**

Under Steve and Peggy's direction, TNC will procure the services of a Brownfield Technical Consultant with extensive experience in the management of Brownfield Grants, including the required reporting and interface with the ACRES database. They will follow and comply with all the stipulated procurement guidelines of the US EPA Brownfields grant program in the solicitation and award of any contracts.

b. Past Performance and Accomplishments

ii. Has Not received an EPA Brownfields Grant but has Received Other Federal or Non-Federal Assistance Agreements

TNC has a long and proven history of successful federal and non-federal grant management on sites throughout the United States. Grants are an integral aspect of meeting the revenue demands of their non-profit mission. Additionally, TNC can show extensive experience of successful grant management for grants awarded *for this site*. The site itself was procured by TNC from Curtis Russell Lumber using a grant from the United States Fish and Wildlife Service (USFWS Grant 3 F17AP00101 E13RL, dated February 1, 2017).

Both DCR and TNC were integral in assisting the Daniel Boone Soil and Water Conservation District to secure the Virginia Brownfield Assistance Funding for the site. TNC and DCR coordinated with the Daniel Boone SWCD in the successful implementation and management of that grant.

(1) **Purpose and Accomplishments**

The Purpose of the USFWS Grant was the procurement of the former RST to ensure eventual the preservation of the sensitive flora and fauna of the site. The amount of funding was \$143,480 (One hundred forty-three thousand and four hundred eight dollars) and was awarded in 2017. The accomplishments of the grant were met as the grant facilitates the successful acquisition of the property and the subsequent establishment of an open space easement on the property. The Virginia Brownfield Assessment Fund grant was for \$50,000 (Fifty thousand dollars). The accomplishments of that grant were the development a Phase I ESA and Limited Phase II ESA on the 111-acre site that the RST was subdivided from.

(2) **Compliance with Gant Requirements**

For the USFWS and Virginia DEQ Brownfield Grant all conditions, schedules, and reporting requirements were complied with, allowing for successful outcomes of both grants. No corrective measure to meet the administration of the grants were required.

LETTERS OF SUPPORT FROM STRATEGIC PARTNERS



Lee County Board of Supervisors

LEE COUNTY
P.O. Box 367
Jonesville, Virginia 24263-0367

COUNTY ADMINISTRATOR
Telephone 276-346-7714
Fax 276-346-7712
www.leecova.org

January 17, 2019

Ms. Felicia Fred
Brownfields Coordinator
U.S. Environmental Protection Agency Region 3

Re: Support for Brownfields Revitalization Cleanup of the former Russel Sawmill Site,
Cedars Natural Area Preserve

Dear Ms. Fred:

On behalf of the Lee County Board of Supervisors (Board), I am writing to convey our organization's enthusiastic support for the Nature Conservancy's (TNC) EPA Brownfields Cleanup grant application. As you are aware, the former Russel Sawmill site lies in the middle of a consortium of properties that comprise the Cedars Natural Area Preserve that is operated by the Virginia Department of Conservation and Recreation (DCR). It is our understanding that once the former Russell Sawmill Site is remediated, TNC will convey the land to DCR. This land transfer will help to protect threatened and endangered species, preserve venerable natural features, protect water quality, preserve important cultural resources and enhance tourism efforts in the county.

The Board of Supervisors supports community-based projects by collaborating with community partners, and by providing our understanding and knowledge of the county. We fully support the intention to improve environmental and public health by remediating contamination at this brownfield site, in particular because of the close proximity to the core of a critical natural area and the immediate adjacency to an impaired waterway.

On behalf of the Board, I look forward to working with the TNC, its consultants, and other community stakeholders to make progress in ultimately returning these properties to sustainable reuses. We stand ready to offer the County's assistance as this initiative develops.

We are hopeful for the potential to turn a contaminated and under-utilized site into a center for sustainable recreation and natural resource education in the heart of this most important natural area. We believe this is a promising opportunity for EPA to join with a partnership of public, academic, private, and non-profit organizations to turn a major challenge in our community into an asset. Thank you for doing all that you can do to ensure that this project obtains EPA grant assistance.

Sincerely,

D. Dane Poe
County Administrator



Friends of The Cedars

32637 Main Street, Jonesville, VA 24263
Telephone: (423)-483-6852, Fax: (855)-714-4271

January 15, 2019

Ms. Felicia Fred
Brownfields Coordinator
U.S. Environmental Protection Agency Region 3

Re: Strong Support for Brownfields Revitalization Cleanup of the former Russell Sawmill Site, Cedars Natural Area Preserve

Dear Ms. Fred:

On behalf of the Friends of the Cedars, I am writing to express our organization's enthusiastic support for the Nature Conservancy's (TNC) EPA Brownfields Cleanup grant application. As you are aware, the former Russell Sawmill site is situated in the middle of a consortium of properties that comprise the Cedars Natural Area Preserve. The Virginia Department of Conservation and Recreation (DCR) operates this preserve. It is our understanding that once the former Russell Sawmill site is remediated, TNC will relinquish the land to DCR. This land transfer will help protect threatened and endangered species, preserve venerable natural features, protect water quality, preserve important cultural resources, and enhance our most important economic development sector, tourism.

The Friends of the Cedars supports community-based projects by collaborating with community partners and by providing our expertise and understanding. We heartily support the intention to improve environmental and public health by remediating contamination at this brownfield site. This site is significant because of its close proximity to a critical natural area and immediate adjacency to an impaired waterway.

The Friends of the Cedars group was established in 2006 for the purpose of engaging volunteers to assist with providing meaningful watershed education experiences for sixth grade students in Lee County. Since that time volunteer activities have expanded to include cleaning up abandoned moonshine still sites and dump sites, removing invasive species, hosting Virginia Master Gardeners from across the state, supporting student research efforts for Lincoln Memorial University and The University of Virginia's College at Wise, and offering wildflower hikes, float trips, and cave tours to the public. Our mission is to support DCR in monitoring, preserving, and protecting this unique habitat and educating the public about this natural wonder we have here in Lee County. Our goal for 2019 is to increase group membership and volunteer activity; limited public access to the preserve properties is a significant obstacle to our efforts. Reclamation of this site would be a significant catalyst to our efforts.

On behalf of the Friends of the Cedars, I look forward to working with the TNC, its consultants, and other community stakeholders to make progress toward returning these properties to sustainable reuses. We stand ready to offer DCR assistance and expertise as this initiative develops. For instance the Friends of the Cedars is willing to help the TNC engage the following stakeholders: Lee County Schools, Lincoln Memorial University, University of Virginia's

College at Wise, Virginia Master Naturalist, Daniel Boone Soil & Water Conservation District, Daniel Boone Wilderness Trail Association, Lee County Historical Society, U.S. Fish and Wildlife, and Natural Resources Conservation Service.

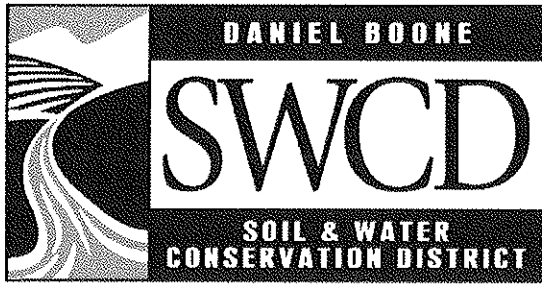
We are hopeful for the potential to turn a contaminated and under-utilized site in the heart of this important natural area into a center for sustainable recreation and natural resource education.

We believe this is a promising opportunity for EPA to join with a partnership of public, academic, private, and non-profit organizations to turn a major challenge in our community into an asset. Thank you for doing all that you can do to ensure that this project obtains EPA grant assistance.

Sincerely,

Jolene C. Lambert

Jolene C. Lambert
President, Friends of the Cedars



DANIEL BOONE SOIL & WATER
CONSERVATION DISTRICT
32637 MAIN STREET
JONESVILLE, VA 24263
PHONE: (276) 346-1531 EXT.3
EMAIL: dbswcd@verizon.net
WEBSITE: www.danielbooneswcd.com

We work with the people who work the land.

22 January 2019

Ms. Felicia Fred
Brownfields Coordinator
U.S. Environmental Protection Agency Region 3

**Re: Strong Support for Brownfields Revitalization Cleanup of the former Russell Sawmill Site,
Cedars Natural Area Preserve**

Dear Ms. Fred:

On behalf of the Daniel Boone Soil & Water Conservation District (SWCD), I am writing to convey our organization's enthusiastic support for the Nature Conservancy's (TNC) EPA Brownfields Cleanup grant application. As you are aware, the former Russell Sawmill site is located in the middle of a consortium of properties that comprise the Cedars Natural Area Preserve that is operated by the Virginia Department of Conservation and Recreation (DCR). It is our understanding that once the former Russell Sawmill site is remediated, TNC will convey the land to DCR. This land transfer will help to protect threatened and endangered species, preserve venerable natural features, protect water quality, preserve important cultural resources and enhance our most important economic development sector, tourism.

The Daniel Boone SWCD supports community-based projects by collaborating with community partners and by providing our expertise and understanding. We heartily support the intention to improve environmental and public health by remediating contamination at this Brownfields site, in particular because of the proximity to the core of a critical natural area and the immediate adjacency to an impaired waterway.

On behalf of the Daniel Boone SWCD, I look forward to working with TNC, its consultants, and other community stakeholders to make progress in ultimately returning these properties to sustainable reuses. We stand ready to offer TNC assistance and expertise as this initiative develops.

We are hopeful for the potential to turn a contaminated and under-utilized site into a center for sustainable recreation and natural resource education in the heart of this most important natural area. We believe this is a promising opportunity for EPA to join with a partnership of public, academic, private, and non-profit organizations to turn a major challenge in our community into an asset. Thank you for doing all that you can do to ensure that this project obtains EPA grant assistance.

Sincerely,

Roger Elkins, Chair
Daniel Boone Soil & Water Conservation District



Directors:

Chris Allgyer, President
Wayne Browning, Vice President
Jolene Lambert, Secretary
Bonnie Aker, Treasurer
Anne Sturgill, Membership Chair
Beth Walker, Projects Chair
April Addington, Outreach Chair
Debbi Hale
Gena Kiser

January 15, 2019

Ms. Felicia Fred
Brownfields Coordinator
U.S. Environmental Protection Agency Region 3

Re: Strong Support for Brownfields Revitalization Cleanup of the former Russel Sawmill Site, Cedars Natural Area Preserve

Dear Ms. Fred:

On behalf of the Virginia Master Naturalist High Knob Chapter, I am writing to convey our organization's enthusiastic support for the Nature Conservancy's (TNC) EPA Brownfields Cleanup grant application. As you are aware, the former Russel Sawmill site is set in the middle of a consortium of properties that comprise the Cedars Natural Area Preserve that is operated by the Virginia Department of Conservation and Recreation (DCR). It is our understanding that once the former Russell Sawmill Site is remediated, TNC will convey the land to DCR. This land transfer will help to protect threatened and endangered species, preserve venerable natural features, protect water quality, preserve important cultural resources and enhance our most important economic development sector, tourism.

The VMN High Knob Chapter supports community-based projects by collaborating with community partners, and by providing our expertise and understanding. We heartily support the intention to improve environmental and public health by remediating contamination at this brownfield site, in particular because of the close proximity to the core of a critical natural area and the immediate adjacency to an impaired waterway.

On behalf of the VMN High Knob Chapter, I look forward to working with the TNC, its consultants, and other community stakeholders to make progress in ultimately returning these properties to sustainable reuses. We stand ready to offer our assistance and expertise as this initiative develops. The VMN High Knob Chapter has a history of using The Cedars NAP for training, field trips, and volunteer service. In 2018, our members logged nearly 100 volunteer

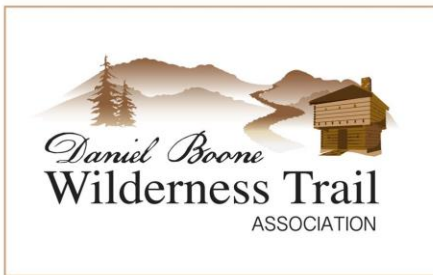
hours for activities at The Cedars, including stream clean-up, dump site clean-up, help with monitoring rare and endangered species, controlling/removing invasive species and other stewardship roles supervised by The Cedars DCR staff. We also engage with Lee County Schools, the Daniel Boone Soil & Water Conservation District, and The Friends of the Cedars.

We are hopeful for the potential to turn a contaminated and under-utilized site into a center for sustainable recreation and natural resource education in the heart of this most important natural area. We believe this is a promising opportunity for EPA to join with a partnership of public, academic, private, and non-profit organizations to turn a major challenge in our community into an asset. Thank you for doing all that you can do to ensure that this project obtains EPA grant assistance.

Sincerely,

Chris Allgyer
President, Virginia Master Naturalist High Knob Chapter

10 Wyandotte Ave E
Big Stone Gap, VA 24219
276 393-3334
ChaosLefty@gmail.com



P.O. Box 757
Gate City, VA 24251

January 25, 2019

Ms. Felicia Fred
Brownfields Coordinator
U.S. Environmental Protection Agency Region 3

**Re: Strong Support for Brownfields Revitalization Cleanup of the former Russel Sawmill Site,
Cedars Natural Area Preserve**

Dear Ms. Fred:

On behalf of the Daniel Boone Wilderness Trail Association, I am writing to convey our organization's enthusiastic support for the Nature Conservancy's (TNC) EPA Brownfields Cleanup grant application. As you are aware, the former Russel Sawmill site set in the middle of a consortium of properties that comprise the Cedars Natural Area Preserve that is operated by the Virginia Department of Conservation and Recreation (DCR). It is our understanding that once the former Russell Sawmill Site is remediated, TNC will convey the land to DCR. This land transfer will help to protect threatened and endangered species, preserve venerable natural features, protect water quality, preserve important cultural resources and enhance our most important economic development sector, tourism.

The Daniel Boone Wilderness Trail Association is a non-profit organization working in partnership with Natural Tunnel State Park to produce educational programming for the understanding of our rich local history and the preservation of significant historic sites in Southwestern Virginia. As such, we support community-based projects by collaborating with community partners to provide historical understanding of the significant sites in our local area. We heartily support the intention to improve environmental and public health by remediating contamination at this Brownfield site, in particular because of its close proximity to the original Wilderness Trail which Daniel Boone blazed in March of 1775 for others to follow into the land now known as Kentucky and beyond. In the succeeding fifteen years, more than 250,000 pioneers passed through The Cedars area, with many camping nearby at the Natural Bridge historical site that now lies underneath the highway. In addition our Association is working closely with the newly-opened Daniel Boone Wilderness Trail Interpretive Center in Duffield, VA, a satellite of Natural Tunnel State Park. The new center and museum will encourage the thousands of tourists who are expected to visit with a driving brochure which will guide them directly to The Cedars area and the Natural Bridge site.

On behalf of the Daniel Boone Wilderness Trail Association, I look forward to working with the TNC, its consultants, and other community stakeholders to make progress in ultimately returning these properties to sustainable reuses. I stand ready to offer our Association's assistance as this initiative develops.

We are hopeful for the potential to turn a contaminated and under-utilized site into a center for sustainable recreation and natural resource education in the heart of this most historically important natural area. We believe this is a promising opportunity for EPA to join with a partnership of public, academic, private, and non-profit organizations to turn a major challenge in our community into an asset.

Thank you for doing all that you can do to ensure that this project obtains EPA grant assistance.

Sincerely,

Joan Boyd Short, President

Daniel Boone Wilderness Trail Association

Blazing the Trail - Again
www.danielboonetrail.com

SECTION III: THRESHOLD CRITERIA

Threshold Criteria

Former Russell Sawmill Tract, Lee County Virginia

Brownfield Clean Up Grant Application, 2019 Grant Cycle

The Nature Conservancy, Grant Applicant

1. Applicant Eligibility

The Nature Conservancy is an internationally recognized non-profit organization. Documentation as to the non-profit status of the TNC is provided in Appendix A of this Threshold Criteria Section of this application.

2. Previously Awarded Cleanup Grants

The Nature Conservancy Affirms that this site (the RST) has not received funding from a previously awarded EPA Brownfield Cleanup Grant.

3. Site Ownership

The Nature Conservancy is the sole owner of the site as of July 26, 2017. A legally recorded deed demonstrating this ownership is presented in Appendix B of this Threshold Criteria Section of this application.

4. Basic Site Information

Name of the Site: The is referenced for the purposes of this application as the Former Russell Sawmill Tract or RST.

Address of the Site: The property is referred to as the Former Russell Sawmill site. It is a 71.74-acre site that is located adjacent to, and north of, State Route 662 in the Cedars area of Lee County, approx. 2 miles west of Jonesville. The property is comprised of tax parcel 52-A-32A and portions of tax parcels 52-A-32B and 70-1-1E. The entire property is now designated as tax parcel 52-A-32A. Due to the rural nature of the site there is no specific postal address, although if a zip code would be assigned it would likely be 24263.

Current Owner of the Site: The Nature Conservancy is the sole owner of the site as of July 26, 2017. A legally recorded deed demonstrating this ownership is presented in Appendix B of this Threshold Criteria Section of this application.

5. Status of Contamination at the Site

- a. The site is contaminated by both hazardous substances and petroleum substances.
- b. The operational history of the site is as follows: The RST is a 71.74-acre site that was historically used a former rural sawmill operation. The RST has been subdivided off from a larger 111-acre site known as the Curtis Russell Lumber Company site. The adjoining properties to the north, east, and west of the subject property are undeveloped

woodlands that are currently owned by the Virginia DCR and are portions of The Cedars NAP. These properties have been dedicated portions of the Natural Area Preserve since 2004 and 2005 and have been utilized for conservation purposes since that time. Prior to the Virginia DCR's ownership, these properties were privately held and contained undeveloped woodlands.

South of the subject property is the remaining portion of the Curtis Russell Lumber Company property (the remaining approximately 40-acres of the original 111-acre site from which the RST has been subdivided). It contains numerous buildings in connection with a sawmill operation (the "old" sawmill on the RST is abandoned), a maintenance garage, and an office building. Currently, there is an active pallet manufacturing operation on a portion of the property and the maintenance garage is utilized. The Curtis Russell Lumber Company purchased this property in 1987 and 1988 and constructed the sawmill facility in 1990. This sawmill was in operation from 1990 until 2011. During this time, much of the property was used for the storage of logs and lumber; however, miscellaneous sawmill parts, tires, and abandoned heavy equipment and vehicles can also be found throughout the property. Prior to this, the property was owned by the Virginia Oil and Refining Company, Inc. from 1984 until 1988, which utilized the property for bulk oil storage and processing. Several items currently located on the property, such as above-ground storage tanks, an oil loading/unloading facility, and an oil/water separator are facilities once used in this operation. These facilities are in close proximity (less than 250 feet) to the southeastern portion of the RST property. Prior to the Virginia Oil and Refining Company, this property had been owned by the Wygal and Gibson families since the early 1900's. Aerial photos indicate the site was in pasture prior to its sale in 1984.

- c. The environmental concerns at the site are as follows: The majority of impacts at the RST have been described in an ASTM E1527-13 compliant Phase I Environmental Site Assessment (ESA, July 2017) and an ASTM E1903-11 Phase II ESA (December 2014). The Phase I ESA was developed specifically for the 71.74 RST Parcel. The Phase II included the parcel that is the RST, although the Phase II characterized the 111-acre parcel from which the RST was subdivided. The 2017 Phase I ESA identified nine waste areas randomly deposited in the forest understory of the site that will require remediation, demolition, or management. They include: A former sawmill building, structural metal debris, abandoned vehicles, abandoned storage tanks, used tire piles, and several large (acres in size) sawdust piles (source of leachate during decomposition).
- d. The site became contaminated during the operational history of the sawmill through general operation of the industrial activity, the operation of the facility as bulk oil and refining facility and the subsequent random dumping of waste materials such as structural steel, tires, and miscellaneous debris. Additional sources of contamination are the abandonment of oil-filled equipment, vehicles and machinery that may or may not have been associated with the operation of the sawmill or bulk oil operations.

6. Brownfields Site Definition

The Nature Conservancy affirms that the site (the RST) is:

- a) not listed or proposed for listing on the National Priorities List;
- b) not subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA; and
- c) not subject to the jurisdiction, custody, or control of the U.S. government.

7. Environmental Assessment Required for Cleanup Grant Proposals

The majority of the impacts present at the RST were described in three documents. They are an ASTM E1527-13 compliant Phase I Environmental Site Assessment (ESA, July 2017) and an ASTM E1903-11 compliant Phase II ESA (December 2014). The July 2017 Phase I ESA was developed specifically for the 71.74 RST Parcel. The Phase II included the parcel that is the RST, although the Phase II characterized the 111-acre parcel from which the RST was subdivided. Additionally, an ASTM E1527-13 compliant Phase I ESA was conducted on the 111-acre parcel in November 2014. The Phase I ESAs identified nine waste areas randomly deposited in the forest understory of the RST that will require remediation, demolition, or management. They include: A former sawmill building, structural metal debris, abandoned vehicles, abandoned storage tanks, used tire piles, and several large (acres in size) sawdust piles (source of leachate during decomposition).

8. Enforcement or Other Actions

There are no ongoing or anticipated environmental enforcement or other actions related to the RST site. Previously, a DEQ Industrial Stormwater General Permit Consent Order that addressed the sawdust piles on the RST was officially closed by the DEQ in August of 2018 under an Enforcement Case Closure Memorandum by the DEQ Southwest Regional Office (PC Case 2015-1022, Permit No. VAR050131).

9. Sites Requiring A Property- Specific Determination

The Nature Conservancy affirms that the RST does not meet any of the criteria for special classes of property that require and Property Specific Determination.

10. Threshold Criteria Related to CERCLA/Petroleum Liability

It has been determined that the site is co-mingled with hazardous substances and petroleum contaminants, and the predominant the predominant contaminant is hazardous substances. Accordingly, the following responds to the corresponding items associated with Hazardous Substance Sites. The applicant has provided information as to how they meet the requirements for the Bona fide Prospective Purchaser (BFPP) liability protection.

a. Property Ownership Eligibility – Hazardous Substance Sites

- iii. (1) Bona fide Prospective Purchaser Liability Protection
 - iii. (1) (a) Information on the Property Acquisition

The Nature Conservancy purchased the property from the Curtis Russell Lumber Co., Inc. on July 26, 2017. TNC is a fee simple owner of the property. TNC affirm it has no familial, contractual, corporate, or financial relationships with any of the prior owners or operator of the property. A

copy of the Deed detailing the nature and timing of the transaction is presented in Appendix B of this Threshold Criteria Section of this application.

iii. (1) (b) Pre-purchase Inquiry

- (i) An ASTM E1527-13 compliant Phase I Site Assessment was performed specifically for the 71.74-acre RST and delivered to the TNC in July 2017. The property was acquired by TNC in the same month.
- (ii) The Phase I ESA was performed by Marsh and Legge, PLC. The principal investigators were Scot Marsh (BS In Civil Engineering, 35 years of experience) and Benjamin Brashears (BS Biology, MS Forestry, 23 years of experience). Both have authored numerous Phase I ESAs in accordance with ASTM 1527-13.

iii.(1) (c) Timing and/or Contribution Toward Hazardous Substance Disposal

All disposal of known and unknown hazardous substances at the site occurred prior to the date of acquisition. TNC has not and did not contribute to any release of hazardous substances at the site. TNC affirms that they have not, at any time, arranged for the disposal of hazardous substances at the RST site or transported hazardous substances to the RST site.

iii. (1) (d) Post Acquisition Uses

Since acquisition the use of the site has been open space preservation. No other persons or entities have conducted any land use activities at the site. An Open Space Easement has been placed on the site and has been recorded. The open space easement limits the use of the site to preserved open space. The Virginia Department of Conservation and Recreation (DCR) is the legal holder and grantee of the easement. A copy of the open space easement and natural area dedication document is included in Appendix B of this Threshold Criteria Section of this application.

iii. (1) (e) Continuing Obligations

- (i) The principal action taken to assure that there is no continued release of hazardous substance, to prevent future release of hazardous substances, and to prevent or limit exposure to any previously released hazardous substance is this application for EPA Brownfield Cleanup grant funds to accomplish and document these goals and objectives.

b. Property Ownership Eligibility – Petroleum Sites

Per the ASTM E E1903-11 compliant Phase II ESA (December 2014) determined, there is documented petroleum contamination at the site. While it has been determined that the predominant contamination at the site is hazardous substances, out of an abundance of caution a Petroleum Site Determination Letter has been requested from the Virginia DEQ for the RST site. Documentation of that request is presented Appendix D of this Threshold Criteria Section of this application. Additionally, there are no identifiable responsible party that has been definitively identified as having dispensed or disposed of petroleum product contamination at the site. All other pertinent information required for a petroleum site eligibility determination has been addressed in the liability discussion above.

11. Cleanup Authority and Oversight Structure

TNC affirms that the cleanup efforts at the RST will comply with all applicable federal, state and local laws to ensure that the cleanup effort protects human health and the environment.

- a. TNC commits to enrolling the RST site into the Virginia Voluntary Remediation Program (VRP). To ensure that the work products required by the VRP are technically accurate and defensible, the TNC will procure the services of a qualified and licensed environmental services/engineering firm with significant experience processing sites through the VRP. TNC will develop, distribute and advertise a technical request for proposal that is fully compliant with the competitive procurement provisions of 2 CFR §§ 200.317 through 200.326. The timing of this procurement will ensure that this technical expertise is in place prior to beginning cleanup activities.
- b. Clean up activities at the site will not require access to, or disturbance off, any of the neighboring properties. The property has been configured with a pipe stem that affords adequate frontage on the main highway and sufficient ingress and egress for vehicles and machinery to carry out the cleanup activities.

12. Community Notification

a. Draft Analysis of Brownfield Cleanup Alternatives

The Draft Analysis of Brownfield Cleanup Alternatives (ABCA) is presented in as an Appendix C of this Threshold Criteria Section of this application.

b. Community Notification Ad

The Community Notification ad was posted on the Lee County Government Website, on the Lee Register (local news outlet) website and on the Lee County Government bulletin board. Photo documentation of each of these announcements is presented in Appendix C of this Threshold Criteria Section of this application.

As shown, the community notification ad clearly states:

- that a copy of this grant proposal, including the draft ABCA(s), is available for public review and comment;
- how to comment on the draft proposal;
- where the draft proposal is located; and
- the date and time of a public meeting prior to the date of this proposal (January 30 2019).

It is noted that there were no requests or comments from the public in response to the ad.

c. Public Meeting

As advertised a public meeting was held at the Virginia Department of Conservation and Recreation office in Abingdon, Virginia. There were no attendees from the public, and no comments generated.

d. Submission on Community Notification Documents

Presented in Appendix C of this Section of the application are:

- A copy of the Draft Analysis of Brownfield Cleanup Alternatives (ABCA) for the site.

- A copy of the ad that demonstrates notification to the public.

There are no comments, summary comments, response to comments as no comments were received. There are no meeting notes, public meeting summary or sign in sheets as there were no members of the public in attendance at the meeting.

13. Statutory Cost Share

The statutory cost share will be met with a combination of dedicated funds and personnel in-kind services.

- a. The cost share will be sourced from funds dedicated by TNC and the Virginia DCR. Preliminary commitments for funding have been made and will be activated upon award of this grant. The calculated cost share is calculated as \$41,200. The preliminary agreement will be for TNC to source 50% of the cost share and the Virginia DCR to source 50% of the cost, or \$20,600 per entity. A maximum of \$12,480 (5% of the overall grant request of \$208,000) will be provided as in-kind personnel costs to administer the grant. This will include the time for the TNC Project Manager Steve Lindeman, TNC Legal staff, and TNC Grant specialist. Other in-kind services may be technical expertise with regard to native species plantings, invasive species control plans, reuse planning studies or other services that may be required. These services may be provided by TNC, DCR or other strategic partners to the grant. All other cost share commitments will be met through dedicated funds. All funds applied to the cost share will be carefully tracked and accounted for in full compliance with 2 CFR 200.306.

APPENDIX A

NON-PROFIT STATUS DOCUMENTATION

CINCINNATI OH 45999-0038

In reply refer to: 0248188043
Dec. 19, 2018 LTR 4168C 0
53-0242652 000000 00
00015624
BODC: TE

NATURE CONSERVANCY
% PAYROLL DEPT
4245 NORTH FAIRFAX DRIVE
ARLINGTON VA 22203-1637

007319

Employer ID number: 53-0242652
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Dec. 10, 2018, about your tax-exempt status.

We issued you a determination letter in March 1954, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0248188043
Dec. 19, 2018 LTR 4168C 0
53-0242652 000000 00
00015625

NATURE CONSERVANCY
% PAYROLL DEPT
4245 NORTH FAIRFAX DRIVE
ARLINGTON VA 22203-1637

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

A handwritten signature in black ink, appearing to read "K. A. Billups", written in a cursive style.

Kim A. Billups, Operations Manager
Accounts Management Operations 1

APPENDIX B

PROPERTY DEED AND OPEN SPACE EASEMENT

1706522

DATE: 08/04/2017 @01:37 PM

Prepared by George F. Cridlin, VSB #14736
Derived from Tax Map No. 70-(1)-IE, 52-(A)-32A, 52-(A)-32B

THIS DEED, made and entered into this the 26th day of July, 2017, by and between **CURTIS RUSSELL LUMBER CO., INC., a Virginia corporation, a/k/a CURTIS RUSSELL LUMBER, INC., and CURTIS RUSSELL LUMBER COMPANY, INC., collectively, Grantor; and THE NATURE CONSERVANCY, a District of Columbia Non-Profit Corporation, Grantee**, whose address is 490 Westfield Road, Charlottesville, VA 22901:

WITNESSETH:

THAT FOR and in consideration of the sum of **ONE HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED EIGHTY DOLLARS** (\$143,480.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with **GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE**, unto the Grantee, the following described real estate:

All that certain tract or parcel of land lying in the JONESVILLE MAGISTERIAL DISTRICT of Lee County, Virginia, and containing 71.740 acres, more or less, as shown on a plat marked ***"Boundary Line Adjustment of a Portion of the Lands of Curtis Russell Lumber, Inc., Curtis Russell Lumber Company, Inc., Russell Pallett, Inc."***, dated July 18, 2017, drawn by Marsh & Legge Land Surveyors, P.L.C., Drawing Number ID6788-RUSSELL, said plat to be recorded with this deed.

This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

1706523

Being all or portions of Lee County Tax Parcels: 70-1-1E, 52-A-32A and 52-A-32B, together with the improvements thereon and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining.

BEING a portion of the property Curtis Russell Lumber, Inc. acquired by deed dated August 17, 1987, from Mark S. Edens, et ux, of record in the Circuit Court Clerk's Office of Lee County, Virginia in Deed Book 367 at Page 596; a portion of the property Curtis Russell Lumber Company, Inc. acquired by deed dated July 30, 1988, from Fred P. Arrington, et als, of record in said Clerk's Office in Deed Book 368 at Page 763; and a portion of the property Curtis Russell Lumber Company, Inc., acquired by deed of exchange dated July 26, 2017, from Gary L. Russell and Russell Pallett, Inc. of record in said Clerk's Office as Instrument No. 1706186.

This conveyance is made subject to, and is likewise beneficiary of, all conditions, easements, restrictions and rights of way affecting said property, if any there be, to the extent they are binding upon the Grantor and the property herein conveyed.

Grantor further by this Deed does release and convey unto Grantee the water right and right to use and convey water conveyed to it by virtue of that certain deed dated August 17, 1987, from Mark S. Edens, et ux, of record in the

This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

1706524

Circuit Court Clerk's Office of Lee County, Virginia in Deed Book 367 at Page 596.

The above-described property was acquired in part with funding received from Grant Number F17AP00101 (E13RL), dated February 1, 2017, between the U.S. Fish and Wildlife Service (Service) and the Commonwealth of Virginia, Department of Game and Inland Fisheries as grantee and The Nature Conservancy as subgrantee. All present and future terms and conditions of the property are and shall remain subject to the terms and conditions of the Notice of Federal Participation, attached hereto as Exhibit A and recorded herewith, and to Exhibit B in the deed entitled Deed of Open-Space Easement and Natural Area Preserve Dedication to be recorded in the Clerk's Office of the Circuit Court of Lee County, Virginia following this deed, and to the other administrative requirements of the applicable grant funding program of the Service.

This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

1706525

WITNESS the following signature and seal:

COMMONWEALTH OF VIRGINIA

COUNTY OF LEE

CURTIS RUSSELL LUMBER CO. INC.

A Virginia Corporation

The foregoing instrument was

acknowledged before me this

CURTIS RUSSELL LUMBER, INC

4 day of ~~July~~ ^{August}, 2017

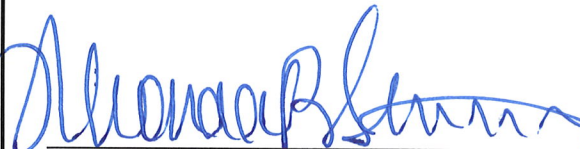
CURTIS RUSSELL LUMBER COMPANY,

INC.

by Gary Russell, President of

Curtis Russell Lumber Co., Inc.

BY:  (SEAL)



Notary Public Reg. # 174316

My commission expires: 07-31-20



This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

EXHIBIT A

Notice of Federal Participation

The Commonwealth of Virginia, Department of Game and Inland Fisheries and its successors and assigns (hereinafter "DGIF"), the Department of Conservation and Recreation and its successors and assigns ("DCR"), and The Nature Conservancy and its successors and assigns (hereinafter "TNC") acknowledge that the property described in Schedule 1 is acquired in part with funds received from the Endangered Species Act - Section 6, Recovery Land Acquisition Grant Program administered by U.S. Fish and Wildlife Service, Division of Wildlife and Sport Fish Restoration, its successors and assigns (hereinafter "Service") and that the property described is subject to all the terms and conditions of Grant Agreement F17AP00101 (E13RL) dated February 1, 2017 between the Service and DGIF, which includes the entire file on this project (hereinafter "Grant Agreement"). A copy of the Grant Agreement is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department of Game and Inland Fisheries, P.O. Box 90778, Henrico, Virginia 23228.

DGIF as grantee, DCR as project partner, and TNC as sub-grantee acknowledge that the real property, which is the subject of the Grant Agreement, is acquired to protect key habitat for the Federally Endangered Lee County Cave Isopod and rare aquatic species in the Powell River and to eliminate or prevent threats to water quality and federally listed cave organisms. The protection proposed herein is pursuant to the approved recovery plan for the Lee County Cave isopod. The goal of this recovery plan is to stabilize populations in core areas and move this species towards de-listing. DGIF, DCR and TNC, as sub-grantee, further acknowledge that the property will be administered for the long-term conservation of said lands and waters and the hydrology, water quality, and fish and wildlife dependent thereon. DGIF, DCR and TNC, as sub-grantee, hereby acknowledge that they are responsible for exercising sufficient control over the property to ensure that the property will be used and will continue to be used for the approved purpose for which it is acquired. The property may not be conveyed or encumbered, in whole or in part, or used for any other purpose, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service, except that TNC may convey an open-space easement and/or its remaining interests in the land to the Commonwealth of Virginia, specifically to DCR. Further, if the property is

This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

used for activities that interfere with the accomplishment of the approved purpose, the violating activities must cease and any resulting adverse effects must be remedied. The property may not be converted or diverted from its approved purpose until there is substituted other real property which is of at least equal fair market value and of as nearly as feasible equivalent usefulness and location for the approved purpose as the property converted or diverted.

If DGIF, DCR and TNC, as sub-grantee determine the property is no longer needed or useful for its original purpose and the Service concurs, DCR, may with the prior consent of the Service and approval of the Governor and the General Assembly: either (1) acquire title to another parcel of real property of equal value that serves the same approved purpose as the original property and manage such newly acquired real property for same purpose specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or repay the Service, in cash, the proportionate federal share of the current fair market value of the property, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the subject property to the Service or to a third-party designated or approved by the Service.

DGIF hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to the terms and conditions associated with the Grant Agreement.

This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

1706528

IN WITNESS WHEREOF, the Commonwealth of Virginia, Department of Game and Inland Fisheries, has set its hand and seal this 1st day of July, 2017. *august*

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

The foregoing instrument was acknowledged before me this 1st day of *August* 2017, by Robert W. Duncan, Executive Director of Commonwealth of Virginia Department of Game and Inland Fisheries.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF GAME AND
INLAND FISHERIES

BY: *Robert W. Duncan* (SEAL)
Robert W. Duncan, Executive Director

Angele M. Goff
Notary Public Reg. # 298739
My commission expires: August 31, 2021



This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

1706529

COMMONWEALTH OF VIRGINIA

COUNTY OF ALBEMARLE

The foregoing instrument was
acknowledged before me this

31st day of July, 2017, by

George W. Barlow, III,

Assistant Secretary of The

Nature Conservancy, a District of
Columbia non-profit corporation.

THE NATURE CONSERVANCY,
a District of Columbia non-profit
corporation

BY: 

(SEAL)

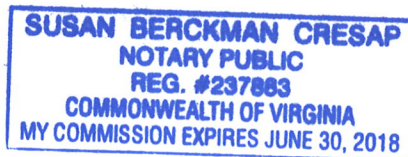
George W. Barlow, III

Assistant Secretary



Notary Public Reg. # 237883

My commission expires: 6-30-2018



This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

1706530

SCHEDULE 1
Real Estate Description

All that certain tract or parcel of land lying in the JONESVILLE MAGISTERIAL DISTRICT of Lee County, Virginia, and containing 71.740 acres, more or less, as shown on a plat marked "*Boundary Line Adjustment of a Portion of the Lands of Curtis Russell Lumber, Inc., Curtis Russell Lumber Company, Inc., Russell Pallett, Inc.*", dated July 18, 2017, drawn by Marsh & Legge Land Surveyors, P.L.C., Drawing Number ID6788-RUSSELL, said plat to be recorded with this deed. Being all or portions of Lee County Tax Parcels: 70-1-1E, 52-A-32A and 52-A-32B, together with the improvements thereon and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining.

Being the same property conveyed to The Nature Conservancy, a District of Columbia non-profit corporation, by deed dated July 26, 2017 from Curtis Russell Lumber Co., Inc., et al, to which this Notice of Federal Participation is attached.

This Document
Prepared By:

Cridlin Law Office
P.O. Box 703
Jonesville, VA 24263
(276) 346-3050

INSTRUMENT 1706522
RECORDED IN THE CLERK'S OFFICE OF
LEE CIRCUIT COURT ON
August 4, 2017 AT 01:40 PM
\$143.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$71.75 LOCAL: \$71.75
RENE LAMEY, CLERK
RECORDED BY: JCK

Jean C Kirk, DC

NOTE TO TITLE EXAMINERS: This deed of open-space easement and natural area preserve dedication contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Deed Prepared By / Return To:

*George W. Barlow, III, Division Attorney
VSB #29008
The Nature Conservancy
490 Westfield Road
Charlottesville, Virginia 22901
(434) 295-6106*

Real Property ID Map Numbers:

*52-A-32A (portion), 52-A-32B (portion)
70-1-1E (portion)*

Title Insurance Underwriter:

Virginia Title Center, LLC

Consideration: \$0

This Deed is exempt from (i) recordation tax under §58.1-811 (A)(3) and 58.1-811(D) and (ii) from Circuit Court Clerk's fees under §17.1-266 of the Code of Virginia (1950), as amended.

**DEED OF OPEN-SPACE EASEMENT AND
NATURAL AREA PRESERVE DEDICATION**

Addition to
The Cedars Natural Area Preserve
Lee County, Virginia

THIS DEED OF OPEN-SPACE EASEMENT AND NATURAL AREA PRESERVE DEDICATION (this "Easement"), dated this 26th day of July, 2017, by and between **THE NATURE CONSERVANCY**, a District of Columbia nonprofit corporation, whose address is 490 Westfield Road, Charlottesville, Virginia 22901 (the "Grantor"), and the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF CONSERVATION AND RECREATION**, whose address is 600 East Main Street, 24th Floor, Richmond, Virginia 23219 (the "Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns).

RECITALS:

R-1. The Grantor is the owner in fee simple of all that certain tract or parcel of land containing 71.740 acres, more or less, located in Jonesville Magisterial District, Lee County, Virginia, as more particularly described on the attached Exhibit A (the "Property"), and as more particularly shown on that certain plat of survey prepared by Marsh & Legge Land Surveyors, P.L.C., dated July 18, 2017, and entitled "BOUNDARY LINE ADJUSTMENT OF A PORTION OF THE LANDS OF CURTIS RUSSELL LUMBER, INC. TAX PARCEL 70-1-1E ~ DEED BOOK 367 PAGE 596 CURTIS RUSSELL LUMBER

COMPANY, INC. TAX PARCEL 52-A-32A ~ DEED BOOK 368 PAGE 763 RUSSELL PALLETT, INC. TAX PARCEL 52-A-32B ~ DEED BOOK 482 PAGE 652 JONESVILLE MAGISTERIAL DISTRICT, LEE COUNTY, VIRGINIA” of record in the Clerk’s Office of the Circuit Court of Lee County, Virginia in Plat Cabinet F, Slide 23 (the “Plat”), and Grantor desires to convey to Grantee, and Grantee is willing to accept from Grantor, a perpetual open-space easement over the Property, all as more particularly set forth herein; and

R-2. Grantee is a governmental agency of the Commonwealth of Virginia and a “qualified organization” and “eligible donee” under Section 170(h)(3) of the Internal Revenue Code (references to the Internal Revenue Code in this Easement shall be to the United States Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings issued thereunder, or the corresponding provisions of any subsequent federal tax laws and regulations) (the “IRC”) and Treasury Regulations Section 1.170A-14(c)(1), and is willing to accept a perpetual open-space easement over the Property as herein set forth; and

R-3. Article XI of the 1971 Constitution of the Commonwealth of Virginia declares the preservation of natural resources to be a goal of state government, and Section 1 of that article provides that “[I]t shall be the policy of the Commonwealth to conserve, develop, and utilize its natural resources, its public lands and its historic sites and buildings. Further, it shall be the Commonwealth’s policy to protect its atmosphere, lands, and waters from pollution, impairment, or destruction, for the benefit, enjoyment and general welfare of the people of the Commonwealth.”

R-4. Chapter 461 of the Acts of 1966, codified in part in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia (1950), as amended (the “Open-Space Land Act”), provides “that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic, and scenic areas, and to conserve land and other natural resources”, and further authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land; and

R-5. As required by Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the Lee County Comprehensive Plan, adopted in April, 2012 (the "Plan"). The Property is located within an area that is designated as A-1, "Agricultural" on the County's land use map; and

R-6. Pursuant to the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for the protection of its natural resources, forest, and/or open-space use, all as more particularly set forth below; and

R-7. Chapter 525 of the Act of 1966, Chapter 2, Title 10.1, Section 208, authorizes the Director of Grantee to acquire by gift or purchase easements in gross or other interests in real estate as are designed to maintain the character of the land as open-space land; and

R-8. The Virginia Natural Area Preserves Act, codified in Chapter 2, Title 10.1, Sections 10.1-209 through 10.1-217 of the Code of Virginia, as amended, provides for the preservation of any land area, water, or both land and water, that retains its natural character or which is important in preserving rare or vanishing flora, fauna, native ecological systems, geological, natural, historical, scenic or similar features of scientific or educational value benefiting the citizens of the Commonwealth; and

R-9. The Open-Space Land Act and the Virginia Natural Area Preserves Act, respectively, authorize the Director of the Grantee, in the name of the Department of Conservation and Recreation, to designate property as open-space land and to accept the dedication of natural areas on lands deemed by the Director to qualify as Natural Area Preserves under the provisions of the Virginia Natural Area Preserves Act; and

R-10. This Easement restricts in perpetuity the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies as set forth below:

- (a) Land conservation policies of the Commonwealth of Virginia as set forth in:

- (1) Section 1 of Article XI of the Constitution of Virginia; and
- (2) The Open-Space Land Act, cited above; and
- (3) The Virginia Natural Area Preserves Act, cited above; and
- (4) Chapter 2 of Title 10.1, Sections 10.1-200 to 10.1-217 of the Virginia Code entitled “Parks and Recreation”, and, more specifically, Section 10.1-209 of the Virginia Code, which defines “Natural Heritage Resources” as “the habitat of rare, threatened, or endangered plant and animal species, rare or state significant natural communities or geologic sites, and similar features of scientific interest benefitting the welfare of the citizens of the Commonwealth”; and
- (5) Grantee’s formal practices in reviewing and accepting this Easement, which practices include, at a minimum: obtaining title work for the property and a Natural Heritage Program staff review and evaluation of the property using its Natural Area Preserve scoring system, which ranks, among other things, the property’s size, quality, significance, previous land use, management needs, and biodiversity significance, to assist Grantee in determining whether the property is of sufficient quality to be eligible for natural area preserve dedication and whether Grantee has the capability to manage and protect the site. Grantee has determined that the benefits provided by this Easement to the general public as set forth in these recitals and the protection afforded the open-space character of the Property by this Easement will yield significant public benefit and further the open-space and Natural Heritage conservation objectives of Grantee and the Commonwealth of Virginia.

(b) Land use policies of Lee County as delineated in the Plan. The restrictions set forth in this Easement conform to the Plan. The Plan, in its Land Use Section (Section 4-1. A-1 Agricultural District - Page 42), describes the intent of the A-1 Agricultural District as follows: “Pursuant to the purposes of this Ordinance, the intent of the A-1 Agricultural District is to preserve and maintain the predominately rural

character of the County by encouraging agricultural, forestry, open space, recreational and conservation activities. The district is designed to protect and conserve the natural resources of the County by encouraging a balance between low intensity development and preservation of agricultural and forest land.”

R-11. The Virginia Land Conservation Fund Act, § 10.1-1020 of the Code of Virginia, specifies that funds shall be used for certain designated uses including for the protection of natural areas; and

R-12. The Virginia Land Conservation Foundation, established under §10.1-1020 of the Code of Virginia, has provided funding to Grantor for the acquisition of the hereinafter-described real property; and

R-13. The Property is within the Grantor’s designated Cedars Conservation Area, which is nested within the Powell River Aquatic Conservation Area, one of the most important freshwater systems in North America; and

R-14. The Property is within areas designated by the Grantee as The Cedars Conservation Site (biodiversity rank B1), and Thompson Cedar Cave Site (biodiversity rank B2); and

R-15. The Property is known to support certain Natural Heritage Resources including: Dry-Mesic Calcareous Forest (Chinquapin Oak-Mixed Hardwoods Type), a significant cave, Lee County Cave Isopod (*Lirceus usdagalun*), Canada bluets (*Houstonia canadensis*), yarrow-leaved ragwort (*Packera millefolium*), and tall dropseed (*Sporobolus compositus* var. *compositus*), and may support other Natural Heritage Resources now or in the future; and

R-16. The Property shall be designated as open space and dedicated in perpetuity as an addition to The Cedars Natural Area Preserve for the preservation of the Natural Heritage Resources it supports and for the protection of its open-space, water quality and biodiversity values, and shall be protected from conversion to inappropriate uses; and

R-17. Grantor and Grantee desire to protect in perpetuity the conservation values of the Property recited above by restricting the use of the Property as set forth in Section II below;

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing recitals incorporated herein and made a part hereof, the mutual covenants herein and their acceptance by Grantor and Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, give, grant and convey unto Grantee and its successors and assigns an open-space easement in gross and natural area preserve dedication over the Property, and further grants and conveys the right in perpetuity to restrict the use of the Property as a Natural Area Preserve.

The conveyances made herein are expressly subject to all unexpired conditions, covenants, restrictions, reservations, and easements of record insofar as they may lawfully apply to the Property.

Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole. It is the intent of the parties that this Easement shall restrict the use of all of the acreage contained in the Property.

SUBJECT, HOWEVER, to the requirement that the Grantor or Grantee or their successors and assigns may not transfer or convey their respective interest in the Property or any portion thereof, including without limitation, the natural area preserve dedication herein granted, unless such transfer or conveyance is conditioned on the requirement that all restrictions and conservation purposes set forth in this Deed of Open-Space Easement and Natural Area Preserve Dedication are continued in perpetuity.

SECTION I - PURPOSE

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The protected conservation values of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV, and include

the Property's open-space and Natural Heritage Resources values, and its value as land preserved for uses such as protection of natural areas and open-space.

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria, the further purpose of this Easement is preservation of land for Natural Heritage Resources and biological diversity.

SECTION II - RESTRICTIONS

Restrictions are hereby imposed on uses of the Property pursuant to the statutes and policies set forth above. The acts, which the Grantor and its successors and assigns covenant to do or not do upon the Property, and the restrictions, which the Grantee is hereby entitled to enforce, are and shall be as follows:

1. OWNERSHIP AND MANAGEMENT. Except as specifically provided herein, the ownership, management, and custody of the Property shall at all times remain solely vested in the Grantor, its successors and assigns. The Grantor, its successors and assigns, shall manage the Property in a manner consistent with the continued preservation of the Natural Heritage Resources on and near the Property. No activities shall be permitted on the Property that would threaten the integrity of these Natural Heritage Resources, biodiversity, or open-space values on the Property.

2. MANAGEMENT PLAN. All activities conducted on the Property shall be consistent with a Natural Area Preserve Management Plan (the "Management Plan") to be prepared by Grantee in consultation with Grantor with the goal that all allowed activities and practices support the continued preservation of Natural Heritage Resources. The final plan and all amendments shall be approved in writing by Grantee and Grantor. The Management Plan will address biological inventory, monitoring, research, invasive species control, vegetation management, habitat restoration, wildland fire management, watershed management, hydrology, and man-made facilities. The Management Plan will be periodically reviewed and amended as necessary to accomplish the preservation purposes of this Easement. In the absence of a Management Plan, activities on the Property shall be consistent with the Grantee's most current Natural Area Preserve Guidelines.

3. **USE.** As part of a dedicated Natural Area Preserve, the use and development of the Property are restricted to those activities that are consistent with the preservation and restoration of its Natural Heritage Resources. The Grantor, its successors and assigns, shall act with respect to the Property in accordance with the provisions of the Management Plan. The principal activities in this Natural Area Preserve shall be conducting biological inventories and resource management actions such as monitoring and restoration to benefit Natural Heritage Resources. Secondly, compatible and appropriate uses such as walking, observing wildlife, teaching, and research oriented activities may be permitted if consistent with the Management Plan. In accordance with the Management Plan, the Grantor shall manage the plant and animal populations on the Property and may manage and control vegetation using techniques such as controlled burning and other active management techniques. Activities that are unrelated to those listed above are prohibited, except as may be provided in the Management Plan or this Easement. Nothing in the Management Plan shall alter the exclusive commitment to the long-term preservation of the Property as part of a Natural Area Preserve. Notwithstanding the foregoing, Grantor reserves the right to use the Property for:

(a) **Recreational Uses.** Grantor has the right to engage in and permit others to engage in non-intensive or low impact recreational uses of the Property, including hiking, bird-watching, and nature study, provided these activities are consistent with the Management Plan; and

(b) **Hunting.** Recreational hunting and the harvesting of game (including fishing and trapping), subject to the regulations and restrictions of the Commonwealth of Virginia, are permitted, provided such activities are consistent with the Management Plan.

4. **DIVISION.** Division of the Property is prohibited, except to transfer in fee simple absolute title to a portion or portions of the Property to Grantee. Otherwise, the Property may not be divided, sold, or conveyed except as a whole.

5. **SALE OR TRANSFER OF PROPERTY.** The Grantor, its successors and assigns, shall notify Grantee, in the manner described in Section IV, Paragraph 1 below, of any pending sale or transfer of the Property or any portion thereof.

6. **MANAGEMENT OF FOREST.** The forest on the Property shall be managed for the benefit of Natural Heritage Resources and shall not be managed primarily for economic gain. No trees shall be cut for any purpose other than to ensure the safety of visitors to the Property, to ensure the safety of people and structures on adjoining properties, to maintain trails, or to manage Natural Heritage Resources. Non-native invasive shrubs and trees, such as multiflora rose (*Rosa multiflora*) and tree-of-heaven (*Ailanthus altissima*), may be controlled, suppressed, or removed by cutting or herbicide application or by any generally accepted practice. Cutting or removal of trees for any other purpose shall be in accord with the Management Plan and shall be subject to Grantee's approval pursuant to the process described in Section IV, Paragraph 1 below.

7. **GRADING, BLASTING, AND MINING.** All manners and methods of mining are expressly prohibited on the Property. No grading, blasting or earth removal shall be permitted on the Property, except as specifically provided for in Section II, Paragraphs 8 and 9, below. Grantor has not transferred, and shall not transfer, to any third party any right to mine the Property.

8. **BUILDINGS AND IMPROVEMENTS.** Grantor reserves the rights to construct, improve, maintain, replace, restore, and remove structures, roads, trails, and other improvements on the Property, provided these actions are consistent with the Management Plan and all new construction is approved in advance by the Grantee. The combined ground area covered or overhung by all such structures or other improvements (excluding roads and trails) shall not exceed one-half percent (0.5%) of the total surface area of the Property. Development of one visitor area is permitted and may include a sanitary facility (such as a composting toilet), information kiosks, a simple shelter, a storage structure, and a parking area. Grantor also reserves the right to construct a temporary structure for research and resource management activities. All roads and trails shall be of permeable surface and limited to those necessary to provide visitor access

or for management of the Property, and only if in accordance with the Management Plan. Erosion and sediment control, and preservation of ecologically sensitive areas, shall be given primary consideration in the siting, design, construction, and maintenance of all structures, roads, trails, and other improvements on the Property.

9. SITE RESTORATION AND HABITAT IMPROVEMENTS. Grantor may remove from the property existing manmade structures, equipment, accumulated trash, sawdust and other waste materials. Temporary improvements to existing roads and construction of new temporary roads, as necessary to complete these tasks, are permitted. Excavating, grading and earth removal are also permitted to complete these tasks and to restore disturbed sites to a more natural condition. All such actions described in this paragraph shall be in accordance with the Management Plan and approved in advance by the Grantee.

10. INDUSTRIAL AND COMMERCIAL ACTIVITIES. No industrial or commercial activities shall be permitted on the Property.

11. UPKEEP AND MAINTENANCE. Grantor retains all responsibilities and shall bear all costs and liability related to the ownership, operation, upkeep, repair, and maintenance of the Property, including maintaining adequate comprehensive general liability insurance coverage on the Property. Grantor acknowledges that Grantee has no obligation for the upkeep, repair, or maintenance of the Property. Grantee, while conducting any management activities on the Property, shall cover injuries sustained to its employees under the workers' compensation laws of the Commonwealth of Virginia.

12. LIVESTOCK. Livestock, including but not limited to cattle, sheep, goats, pigs, chickens, and horses, are not permitted anywhere on the Property, unless, in the sole opinion of Grantee, use of livestock is deemed appropriate for management of Natural Heritage Resources.

13. ACCUMULATION OF TRASH. Accumulation or dumping of trash, refuse, junk, and/or toxic materials is not permitted on the Property.

14. SIGNS. No billboards or other signs may be displayed on the Property except for signs that relate to the Property or permitted activities (including commercial activities) thereon. No sign visible from outside the Property shall exceed thirty-two (32) square feet in size.

Grantor agrees to erect and maintain a permanent sign or plaque on the Property stating the following: "The Property was protected in cooperation with the Virginia Land Conservation Fund, Virginia Department of Conservation and Recreation - Division of Natural Heritage, and The Nature Conservancy."

15. PUBLIC VISITATION AND ACCESS. Although this Easement will benefit the public as described above, nothing herein shall convey to the public a right of access to, or use of, the Property. Grantor retains the exclusive right to such access and use, subject to the terms of this Easement. At least once per calendar year, on a date and time agreeable to Grantor, Grantor shall permit Grantee, or its designee, to conduct one or more guided tours of the Property.

16. INDEMNIFICATION. Grantor is solely responsible for any and all costs, damages, claims, liabilities, and/or judgments arising from past and future acts or omissions of Grantor in connection with the Property. Grantor shall indemnify and hold harmless Grantee and its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including but not limited to court costs and reasonable attorneys' fees, including attorneys' fees on appeal) to which Grantee may be subject or may incur relating to the Property, which may arise from, but shall not be limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreement contained in this Easement, or violations of any federal, state, or local laws, including all environmental laws.

17. INCONSISTENT USE. Notwithstanding the foregoing, no acts or uses that are inconsistent with the purposes of this Easement or the conservation values herein protected shall be conducted on this Property.

SECTION III – INSPECTION AND ENFORCEMENT

1. **RIGHT OF INSPECTION, INVENTORY RESEARCH, AND STEWARDSHIP.** Grantee and its representatives shall have the right to enter, inspect (including photographic documentation of the Property), and enforce the restrictions of this Easement, with or without notice to Grantor. Further, Grantee may enter the Property for the purpose of conducting biological inventories, research, and stewardship activities for Natural Heritage Resources.

2. **ENFORCEMENT**

(a) Grantee has the right to bring a judicial proceeding to enforce the restrictions contained herein, including without limitation (i) the right to require restoration of the Property to its condition at the time of this conveyance, or to require restoration of the Property to its condition prior to a violation hereof, except to the extent such condition thereafter changed in a manner consistent with the restrictions herein; (ii) the right to recover any damages arising from noncompliance, including but not limited to disgorgement of any monies received by Grantor connected with the non-compliance; and (iii) the right to enjoin noncompliance by *ex parte* temporary injunction or by permanent injunction without the necessity of bond or other surety. If a court determines that Grantor failed to comply with this Easement, Grantor shall reimburse to Grantee any reasonable costs of enforcement, including costs of restoration, court costs, and attorneys' and expert witness fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel, or laches with respect to any failure to act by Grantee.

(b) Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) resulting from a cause outside of Grantor's control, which may include fire, flood, storm, Act of God, or governmental act, or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.

(c) Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – GENERAL PROVISIONS

1. NOTICES

(a) **Where Delivered.** Any notices required by this Easement shall be sent by registered or certified mail, or by other courier providing reliable proof of delivery, to the following addresses or to such other person or address as may be hereafter specified by notice in writing:

(i) Any notice to Grantee shall be delivered to the Department of Conservation and Recreation, Office of the Director, 600 East Main Street, 24th Floor, Richmond, VA 23219, with a copy of such notice additionally delivered to the Office of the Attorney General, Real Estate and Land Use Section, 900 East Main Street, Richmond, VA 23219.

(ii) Any notice to Grantor shall be delivered to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently 490 Westfield Road, Charlottesville, VA 22901.

(b) **Content of Notice.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided herein, is to afford Grantee an adequate opportunity to monitor the activities in question and to ensure that they are designed and carried out in a manner consistent with the terms and purposes of this Easement. Such notices to Grantee or requests for Grantee's approval required hereunder will include information on the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to enable Grantee to determine whether the proposed plans are consistent with the requirements of this Easement and the purposes hereof.

(c) **Process of Notice and Approval.** Whenever notice to Grantee is required, Grantor shall notify Grantee in writing no fewer than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the requirements and purpose of this Easement.

(d) **Failure to Respond.** If Grantee's approval is required under the terms of this Easement prior to the exercise of a reserved right that is the subject of the notice and request for approval, failure of Grantee to respond within thirty (30) days of receipt of such request for approval shall be deemed to be a denial of the request. Grantor may proceed with any appeals or requests for reconsideration regarding the action for which the approval was requested.

2. PROVISIONS NOT APPLICABLE TO COMMONWEALTH AND STATE AGENCIES.

Grantor and Grantee agree, notwithstanding anything contained in this Easement to the contrary, that in the event the Commonwealth of Virginia (the "Commonwealth") acquires a fee interest in the Property, the following provisions shall control over any conflicting provisions hereof:

(a) With respect to tort liability for acts or occurrences on or about the Property, including product liability, the Commonwealth is either constitutionally immune (or partially immune) from suit, judgment or liability, insured, or covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

(b) Agencies of the Commonwealth cannot expend funds unless appropriated by the Virginia General Assembly. If any session of the Virginia General Assembly fails to appropriate funds for the continued activities of an agency of the Commonwealth which may assume ownership and control of the use of the Property, then any maintenance, repair or financial, obligations of such agency under this Easement shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

(c) No equitable, quasi-contractual, or injunctive remedies, other than those specifically authorized by law, may be used or are effective against the Commonwealth.

(d) No liens may be placed against, or shall attach to, any property owned by the Commonwealth.

(e) Notwithstanding the provisions of Section II, Paragraph 15 hereof, Grantor acknowledges that the Commonwealth has not agreed, and will not agree, to provide any indemnification or save harmless agreements in connection with the Property. No provision, covenant, or agreement contained in this

Agreement shall be deemed, in any manner, to be a waiver of the sovereign immunity of the Commonwealth, or any of its boards, agencies, or other political subdivisions, from tort or other liability.

(f) The provisions of this Paragraph 2 and all subsections hereunder shall automatically cease and terminate in the event the Commonwealth conveys the Property to a third party which is not a board, agency, or other political subdivision of the Commonwealth.

3. GRANTEE'S PROPERTY RIGHT. Grantor agrees that the conveyance of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time.

4. CONVERSION, DIVERSION OR EXTINGUISHMENT; EMINENT DOMAIN. Should an attempt be made to extinguish any portion of this Easement or convert or divert any portion of the Property subject to this Easement, the same may be carried out only by a judicial proceeding and only if in compliance with the Open Space Land Act and IRC Section 170(h) and applicable Treasury Regulations. Pursuant to Sections 10.1-1704 and 10.1-1705 of the Open Space Land Act as of the date hereof, no such conversion, diversion or extinguishment may occur unless (i) the same is determined by the Grantee to be (a) essential to the orderly development and growth of the locality and (b) in accordance with the official comprehensive plan for the locality in effect at the time of such conversion, diversion or extinguishment and (ii) there is substituted other real property which is (a) of at least equal fair market value, (b) of greater value as permanent open-space land than the land converted or diverted and (c) of as nearly as feasible equivalent usefulness and location for use as permanent open-space land as is the land subject to diversion, conversion or extinguishment. In any sale or exchange of the Property or a portion of the Property subsequent to or as a part of such a proceeding (including, but not limited to, any such transaction resulting from a party exercising its rights of eminent domain over all or a portion of the Property), the Virginia Land Conservation Foundation shall be entitled to reimbursement in the amount of twenty-five percent (25%) (net after applicable costs) of any monetary consideration received by Grantor as a result of that transaction.

VLCF and Grantee shall use all its share of these proceeds in a manner consistent with the conservation purpose of this Easement and the Open-Space Land Act.

5. DOCUMENTATION. Documentation is retained in the offices of Grantee, including but not limited to the Baseline Report, which describes the condition and character of the Property at the time of the recordation of this Easement, and the Management Plan required by Section II of this Easement. This documentation may be used to determine compliance with and enforcement of the terms of this Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor and Grantee hereby acknowledge that the Baseline Report contained in the files of Grantee is an accurate representation of the condition of the Property at the time of the conveyance of this Easement and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation Section 1.170A-14(g)(5)(i).

6. GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor hereby represents, covenants, and warrants that (a) Grantor has good, fee simple title to the Property (insured without exception to mineral rights located under the Property); (b) the Property is free and clear of all monetary encumbrances (other than restrictions, covenants, conditions, and utility and access easements recorded in the land records of Lee County, Virginia, prior to execution of this Easement), and including, but not limited to, any liens, leases, or option contract not subordinated to this Easement; (c) Grantor is and shall be duly organized and legally existing under the laws of the District of Columbia and is duly qualified to transact business in the Commonwealth of Virginia; (d) Grantor has all requisite power and authority to enter into this Easement and to grant and convey this Easement; (e) each person and/or entity signing on behalf of Grantor is authorized to do so; and (f) no consents of any lender or any third party are required for Grantor to enter into this Easement that have not already been obtained and made known to Grantee.

7. INTERACTION WITH OTHER LAWS. This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, shall be included as part of the gross area of other property not subject to this Easement for the purposes

of determining density, lot coverage, or open-space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.

8. CONSTRUCTION OF THIS EASEMENT. Any general rule of construction to the contrary notwithstanding, it is the intent of the parties hereto that this Easement, and all language contained herein, shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, or in otherwise evaluating the provisions hereof, an interpretation consistent with the purpose of this Easement (i.e., one that restricts or constrains disruptive land uses in favor of furthering the conservation values protected hereunder), and that would find the provision valid and enforceable against a disruptive land use shall be favored over any interpretation that would render it invalid.

9. REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS. This Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.

10. DURATION; SUCCESSORS IN INTEREST. This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, devisees, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement shall terminate upon proper transfer of such owner's entire interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

11. ASSIGNMENT BY GRANTEE. Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (a) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity, (b) the transfer or conveyance is performed in accordance with the Open-Space Land Act, and (c) the transferee then qualifies as an eligible donee as defined in IRC Section 170(h)(3), as amended, and the applicable Treasury Regulations.

12. SEVERABILITY. It is the express intent of the parties that all provisions of this Easement be considered and construed as part of the whole and that no provision shall be applied in isolation without regard to the overall purposes of this Easement. However, if any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.

13. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.

14. CONTROLLING LAW. This Easement shall be governed by, and construed according to, the laws of the Commonwealth of Virginia, and any legal action against Grantee hereunder shall be instituted and maintained only in the state courts of the Commonwealth of Virginia.

15. RECORDING. This Easement shall be recorded in the land records in the Clerk's Office of the Circuit Court of Lee County, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.

16. AMENDMENT. Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property, provided that no amendment shall (a) affect this Easement's perpetual duration, (b) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (c) reduce the protection of the conservation values, (d) affect the qualification of this Easement in part as an "interest in land" under the Open-Space Land Act, (e) affect the status of Grantee as a "qualified organization" or "eligible donee", or (f) create an impermissible private benefit or

private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of Lee County, Virginia.

17. NO MERGER. Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

18. COUNTERPARTS. This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement, provided each appears in its original typewritten form without deletions, strike-throughs or modifications of any type. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement. Any signature page of any such counterpart may be attached or appended to any other counterpart to complete a fully executed counterpart of this Easement; provided, however, a fully-assembled Easement, bearing original, notarized signatures shall be assembled for proper recordation.

19. SOURCE OF FUNDS. The above-described property is acquired in part with funding received by the Commonwealth of Virginia, Department of Game and Inland Fisheries from Federal Assistance Grant F17AP00101 (E13RL) dated February 1, 2017, between the U.S. Fish and Wildlife Service (Service) and the Department of Game and Inland Fisheries. All present and future use of this property are and shall remain subject to the terms and conditions described in the Notice of Federal Participation, attached hereto as Exhibit "B" and recorded herewith, and to the other administrative requirements of the applicable grant funding program of the Service.

1706686

IN WITNESS WHEREOF, The Nature Conservancy, a District of Columbia non-profit corporation, has caused this instrument to be executed on its behalf by its duly authorized officer.

GRANTOR:

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

By: *Locke Ogens*
Locke Ogens, Virginia State Director

COMMONWEALTH OF VIRGINIA

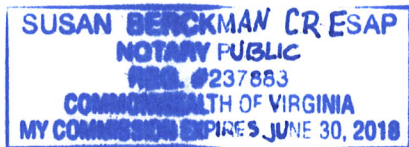
CITY/COUNTY OF Albemarle, to wit:

The foregoing Deed was acknowledged before me this 26th day of July, 2017, by Locke Ogens, Virginia State Director of The Nature Conservancy, a District of Columbia non-profit corporation, on behalf of the corporation, Grantor.

My commission expires: June 30, 2018

Registration No.: 237883

Susan Berckman Cresap
Notary Public



SIGNATURES CONTINUE ON FOLLOWING PAGE

1706687

Dedication of the Property, which qualifies as a "natural area" to be dedicated as a "natural area preserve" under Virginia Code §§ 10.1-209 through 10.217, is accepted pursuant to Virginia Code § 10.1-213, and open-space designation is made pursuant to Virginia Code § 10.1-1701, this 2nd day of August, 2017.

Dedication Accepted and Designation Made:

GRANTEE:

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION AND
RECREATION

By: Clyde E. Cristman
Clyde E. Cristman, Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond, to-wit:

The foregoing Deed of Open Space Easement and Natural Area Preserve Dedication was acknowledged before me this 2 day of August, 2017 by Clyde E. Cristman, Director of Commonwealth of Virginia, Department of Conservation and Recreation, on behalf of the Department.

My commission expires: 01-31-2018

Registration No.: 7586493

Stacey L. Loules
Notary Public



OFFICE OF THE ATTORNEY GENERAL
Approved as to form:

J. Duncan Pitchford
Assistant Attorney General

1706688

Dedication of the Property, which qualifies as a "natural area" to be dedicated as a "natural area preserve" under Virginia Code §§ 10.1-209 through 10.217, is accepted pursuant to Virginia Code § 10.1-213, and open-space designation is made pursuant to Virginia Code § 10.1-1701, this 2nd day of August, 2017.

Dedication Accepted and Designation Made:

GRANTEE:

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION AND
RECREATION

By: _____
Clyde E. Cristman, Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing Deed of Open Space Easement and Natural Area Preserve Dedication was acknowledged before me this ____ day of _____, 2017 by Clyde E. Cristman, Director of Commonwealth of Virginia, Department of Conservation and Recreation, on behalf of the Department.

My commission expires: _____

Registration No.: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL
Approved as to form:

J. Duncan Pitchford
Assistant Attorney General

218

1706689

EXHIBIT A

Real Estate Description

All that certain tract or parcel of land, with appurtenances thereunto belonging, situate, lying and being in the Jonesville Magisterial District of Lee County, Virginia, and containing 71.740 acres, more or less, as more fully shown and depicted on that certain plat entitled "BOUNDARY LINE ADJUSTMENT OF A PORTION OF THE LANDS OF CURTIS RUSSELL LUMBER, INC. TAX PARCEL 70-1-1E ~ DEED BOOK 367 PAGE 596 CURTIS RUSSELL LUMBER COMPANY, INC. TAX PARCEL 52-A-32A ~ DEED BOOK 368 PAGE 763 RUSSELL PALLETT, INC. TAX PARCEL 52-A-32B ~ DEED BOOK 482 PAGE 652 JONESVILLE MAGISTERIAL DISTRICT, LEE COUNTY, VIRGINIA", dated July 18, 2017, prepared by Marsh & Legge Land Surveyors, P.L.C., a copy of which is of record in the Circuit Court Clerk's Office of Lee County, Virginia, in Plat Slide F-23, and to which reference is hereby made for a more full and complete description of the property herein conveyed.

This is the same property conveyed to The Nature Conservancy, a District of Columbia non-profit corporation, by deed dated July 26, 2017 from Curtis Russell Lumber Co., Inc., a Virginia corporation, of record in the aforesaid Clerk's Office as Instrument Number 1706522

EXHIBIT B

Notice of Federal Participation

The Commonwealth of Virginia, Department of Game and Inland Fisheries and its successors and assigns (hereinafter "DGIF"), the Department of Conservation and Recreation and its successors and assigns (hereinafter "DCR"), and The Nature Conservancy and its successors and assigns (hereinafter "TNC") acknowledge that the property acquired pursuant to Instrument Number 1706522 in Lee County, Virginia and recorded August 4, 2017 was acquired in part with funds received from the Endangered Species Act – Section 6, Recovery Land Acquisition Grant Program administered by U.S. Fish and Wildlife Service, Division of Wildlife and Sport Fish Restoration, its successors and assigns (hereinafter "Service") and that the property described is subject to all the terms and conditions of Grant Agreement F17AP00101 (E13RL) dated February 1, 2017 between the Service and the DGIF, which includes the entire file on this project (hereinafter Grant Agreement). A copy of the Grant Agreement is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department of Game and Inland Fisheries, P.O. Box 90778, Henrico, Virginia 23228.

DGIF as grantee, DCR as project partner, and TNC as sub-grantee acknowledge that the real property, which is the subject of the Grant Agreement, is acquired to protect key habitat for the Federally Endangered Lee County Cave Isopod and rare aquatic species in the Powell River and to eliminate or prevent threats to water quality and federally listed cave organisms. The protection proposed herein is pursuant to the approved recovery plan for the Lee County Cave isopod. The goal of this recovery plan is to stabilize populations in core areas and move this species towards de-listing. DGIF, DCR, and TNC, as sub-grantee further acknowledge that the property will be administered for the long-term conservation of said lands and waters and the hydrology, water quality, and fish and wildlife dependent thereon. DGIF, DCR, and TNC, as subgrantee, hereby acknowledge that they are responsible for exercising sufficient control over the property to ensure that the property will be used and will continue to be used for the approved purpose for which it is acquired. The property may not be conveyed or encumbered, in whole or in part, or used for any other purpose, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service, except that TNC may convey an open-space easement and/or its remaining interests in the land to the Commonwealth of Virginia, specifically to the DCR. Further, if the property is used for activities that interfere with the accomplishment of the approved purpose, the violating activities must cease and any resulting adverse effects must be remedied. The property may not be converted or diverted from its approved purpose until there is substituted other real property which is of at least equal fair market value and of as nearly as feasible equivalent usefulness and location for the approved purpose as the property converted or diverted.

If DGIF, DCR, and TNC, as sub-grantee determine the property is no longer needed or useful for its original purpose and the Service concurs, the Department, may with the prior consent of the Service and approval of the Governor and the General Assembly: either (1) acquire title to another parcel of real property of equal value that serves the same approved purpose as the original property and manage such newly acquired real property for same purpose specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or repay the Service, in cash, the proportionate federal share of the current fair market value of the property, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the subject property to the Service or to a third-party designated or approved by the Service.

DGIF hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to the terms and conditions associated with the Grant Agreement.

1706691

IN WITNESS WHEREOF, the Commonwealth of Virginia, Department of Game and Inland Fisheries, the Department of Conservation and Recreation, and The Nature Conservancy have set their respective hands and seals this 26th day of July, 2017.

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

By: [Signature]
Locke Ogens, Virginia State Director

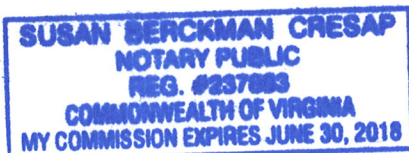
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to wit:

The foregoing Notice of Federal Participation was acknowledged before me this 26th day of July, 2017, by Locke Ogens, Virginia State Director of The Nature Conservancy, a District of Columbia nonprofit corporation, on behalf of the corporation, Grantor.

My commission expires: June 30, 2018

Registration No.: 237883

[Signature]
Notary Public



1706692

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF GAME AND INLAND FISHERIES

By:

Robert W. Duncan
Robert W. Duncan, Executive Director

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Henrico, to-wit:

The foregoing Notice of Federal Participation was acknowledged before me this 15th day of August, 2017 by Robert W. Duncan, Executive Director of Commonwealth of Virginia, Department of Game and Inland Fisheries, on behalf of the Department.

My commission expires: August 31, 2021

Registration No.: 298739

Angele M. Goff
Notary Public



1706693

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION
AND RECREATION

By: Clyde E. Cristman
Clyde E. Cristman, Director

COMMONWEALTH OF VIRGINIA

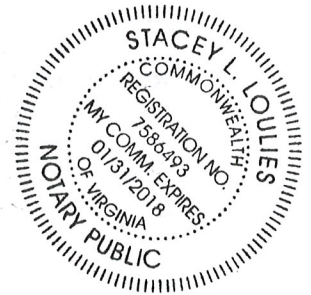
CITY/COUNTY OF Richmond, to-wit:

The foregoing Notice of Federal Participation was acknowledged before me this 2 day of August, 2017 by Clyde E. Cristman, Director of Commonwealth of Virginia, Department of Conservation and Recreation., on behalf of the Department.

My commission expires: 01-31-2018

Registration No.: 1586493

Stacey L. Loules
Notary Public

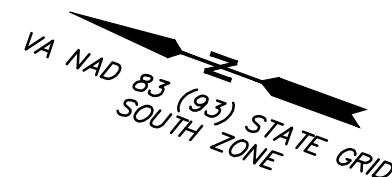


INSTRUMENT 1706667
RECORDED IN THE CLERK'S OFFICE OF
LEE CIRCUIT COURT ON
August 9, 2017 AT 09:48 AM
RENE LAMEY, CLERK
RECORDED BY: JCK

Jan C Kirk, DC

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	195.40'	187.56'	54°59'56"	S 48°38'52" W	180.45'



52-A-32
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF
CONSERVATION AND RECREATION
"THE CEDARS NATURAL AREA PRESERVE"
INST. #0600427
PLAT ~ PC D SL 67

70-A-1C
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF
CONSERVATION AND RECREATION
"THE CEDARS NATURAL AREA PRESERVE"
INST. #1305174

"BATIE EAST SPRING"

"NATURAL BRIDGE"

2(B) THE CHESAPEAKE
AND POTOMAC
TELEPHONE COMPANY
OF VIRGINIA
UTILITY LINE EASEMENT
DB 445 PG 54

"BATIE WEST SPRING"

"BATIE CREEK"

AREA B
9.337 ACRES
PORTION OF 52-A-32B
TO BE ADDED TO 52-A-32A

WOODEN SHED

S 76°08'50" W
107.28'

HEREBY
N 09°51'16" W 819.68'

(4) VIRGINIA SECONDARY ROUTE 662
"CURTIS RUSSELL ROAD"
40' RIGHT OF WAY
DB 395 PG 803

52-A-32B
RUSSELL PALLETT, INC.
DB 482 PG 652
29.901 AC. (ADJUSTED)

52-A-32A
59.986 ACRES (ORIGINAL)
71.740 ACRES (ADJUSTED)
(INCLUDES AREA A AND AREA B)

52-5-1B
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF
CONSERVATION AND RECREATION
"THE CEDARS NATURAL AREA PRESERVE"
DB 464 PG 689
PLAT ~ PC C SL 15

AREA A
2.417 AC.
PORTION OF 70-1-1E
TO BE ADDED TO 52-A-32A

WOODEN GARAGE

WOODEN SAWMILL
BUILDING

WOODEN SHEDS

PROPERTY LINE
HEREBY CREATED

70-1-1E
CURTIS RUSSELL
LUMBER, INC.
DB 367 PG 596
8.658 AC. (ADJUSTED)

"WARNER WINDOW"

70-A-36
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF
CONSERVATION AND RECREATION
"THE CEDARS NATURAL AREA PRESERVE"
INST. #0515100
PLAT ~ PC D SL 56

LEGEND

RS - 5/8" REBAR SET

RF - REBAR FOUND

— CREEK

— OVERHEAD UTILITY LINE

⊗ - WOODEN UTILITY POLE

AREA SUMMARY

EXISTING PARCEL 52-A-32A	59.986 ACRES
+ AREA A (PORTION OF PARCEL 70-1-1E)	2.417 ACRES
+ AREA B (PORTION OF PARCEL 52-A-32B)	9.337 ACRES
ADJUSTED PARCEL 52-A-32A	71.740 ACRES

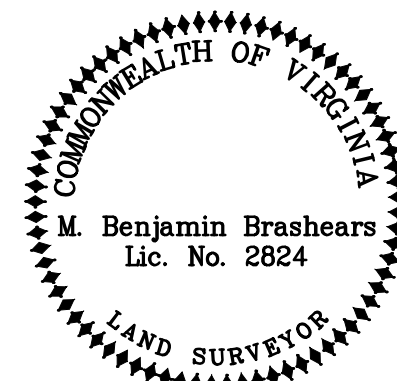
SCALE



MARSH & LEGGE
Land Surveyors, P.L.C.

560 NORTH LOUDOUN STREET
WINCHESTER, VIRGINIA 22601
PHONE (540) 687-0468
FAX (540) 687-0469
EMAIL office@marshandlegge.com

SHEET 2 OF 2
DRAWN BY: MBB
ID6788-RUSSELL



BOUNDARY LINE ADJUSTMENT
OF A PORTION OF THE LANDS OF
CURTIS RUSSELL LUMBER, INC.
TAX PARCEL 70-1-1E ~ DEED BOOK 367 PAGE 596
CURTIS RUSSELL LUMBER COMPANY, INC.
TAX PARCEL 52-A-32A ~ DEED BOOK 368 PAGE 763
RUSSELL PALLETT, INC.
TAX PARCEL 52-A-32B ~ DEED BOOK 482 PAGE 652
JONESVILLE MAGISTERIAL DISTRICT ~ LEE COUNTY, VIRGINIA
JULY 18, 2017

APPENDIX C

ANALYSIS OF BROWNFIELDS CLEANUP ALTERNATIVES AND COMMUNITY NOTIFICATION DOCUMENTS

Analysis of Brownfields Cleanup Alternatives – Preliminary Evaluation Former Russell Sawmill Tract, Lee County, Virginia

Prepared by The Nature Conservancy

I. Introduction & Background

a. Site Location (*address*)

The property is referred to as the Former Russell Sawmill Tract (RST). It is a 71.74-acre site that is located adjacent to, and north of, State Route 662 in the Cedars area of Lee County, approx. 2 miles west of Jonesville. The entire property is designated as tax parcel 52-A-32A. Due to the rural nature of the site there is no specific postal address, although if a zip code would be assigned it would likely be 24263.

b. Previous Site Use(s) and any previous cleanup/remediation

The RST was historically used a former rural sawmill operation. The RST has been subdivided off from a larger 111-acre site known as the Curtis Russell Lumber Company site. The adjoining properties to the north, east, and west of the subject property are undeveloped woodlands that are currently owned by the Virginia DCR and are portions of The Cedars NAP. These properties have been dedicated portions of the Natural Area Preserve since 2004 and 2005 and have been utilized for conservation purposes since that time. Prior to the Virginia DCR's ownership, these properties were privately held and contained undeveloped woodlands.

South of the subject property is the remaining portion of the Curtis Russell Lumber Company property (the remaining approximately 40-acres of the original 111-acre site from which the RST has been subdivided). It contains numerous buildings in connection with a sawmill operation (the "old" sawmill on the RST is abandoned), a maintenance garage, and an office building. Currently, there is an active pallet manufacturing operation on a portion of the property and the maintenance garage is utilized. The Curtis Russell Lumber Company purchased this property in 1987 and 1988 and constructed the sawmill facility in 1990. This sawmill was in operation from 1990 until 2011. During this time, much of the property was used for the storage of logs and lumber; however, miscellaneous sawmill parts, tires, and abandoned heavy equipment and vehicles can also be found throughout the property. Prior to this, the property was owned by the Virginia Oil and Refining Company, Inc. from 1984 until 1988, which utilized the property for bulk oil storage and processing. Several items currently located on the property, such as above-ground storage tanks, an oil loading/unloading facility, and an oil/water separator are facilities once used in this operation. These facilities are in close proximity (less than 250 feet) to the southeastern portion of the RST property. Prior to the Virginia Oil and Refining Company, this property had been owned by the Wygal and Gibson families since the early 1900's. Aerial photos indicate the site was in pasture prior to its sale in 1984.

By the late 1980s, Batie Spring (*a water body that is adjacent to the RST and forms Batie Creek which flows to the federally impaired Powell River*) and the Thompson-Cedar cave system (located on the RST) had been impacted by sawdust leachate. A Virginia DEQ Consent Order (VAR050131) resulted from studies conducted in the late 1980s and 1990s which documented this impact. The property owner Gary Russell removed stockpiled

sawdust around the on-site cave and constructed a berm to prevent sawdust and leachate from entering the mouth of the Thompson-Cedar cave system. Some sawdust piles were covered with soil and seeded. The large sawmill ceased operation about 2011. Approximately 85,000 tons of sawdust was removed from the site. Based upon analysis results from 2001, it was determined that the remaining sawdust was past active decomposition and mature in nature. Improved water quality trends within Batie Creek and recovery of the cave stream community, stream water quality and cave adapted organisms, including reappearance of the Lee County Cave isopod was documented. A site visit by DCR, USFWS and DEQ staff was conducted in 2007, and it was decided that further disturbance of the remaining sawdust was unwarranted as the volunteer vegetative cover which had established was beneficial. The 2014 Phase I and Phase II ESA's along with much of the site remediation was conducted using a Virginia DEQ Brownfield Assistance Fund grant secured on behalf of TNC by the Daniel Boone Soil and Water Conservation District.

In 2015 DEQ issued Pollution Complaint ("PC") No. 2015-1022 for release(s) at the location of the old bulk plant on the remainder parcel located on the remainder of the 111-acre parcel that was not conveyed to TNC. After remediation of that area by DEQ, the PC was closed on December 9, 2016.

The Nature Conservancy purchased 71+ acres of the total 111-acres of Curtis Russell Lumber Company property, including the "old" sawdust pile and the entrance to Thompson-Cedar cave, on August 4, 2017. DEQ indicated at that time its intent to terminate the existing Consent Order, which dealt only with the sawdust piles and leachate. The Consent Order was officially closed in August 2108. Some of the areas of the property characterized by the 2014 limited Phase II ESA were not part of the acreage purchased by TNC.

DEQ water quality staff have collected DO, pH and conductivity data at the adjacent water bodies Batie Spring and at Batie East and Batie West stations during June and July 2018, with no indication of any lingering water quality issues.

c. Site Assessment Findings

The majority of impacts at the RST have been described in an ASTM E1527-13 compliant Phase I Environmental Site Assessment (ESA, July 2017) and an ASTM E1903-11 Phase II ESA (December 2014). The Phase I ESA was developed specifically for the 71.74 RST Parcel. The Phase II included the parcel that is the RST, although the Phase II characterized the 111-acre parcel from which the RST was subdivided. Some of the areas of the property characterized by the 2014 limited Phase II ESA were not part of the acreage purchased by TNC. The Phase I ESA identified nine waste areas randomly deposited in the forest understory of the site that will require remediation, demolition, or management. They include: A former sawmill building, structural metal debris, abandoned vehicles, abandoned storage tanks, used tire piles, and several large (acres in size) sawdust piles (source of leachate during decomposition).

d. Project Goal

The anticipated outcome of the redevelopment strategy will be to convey the RST property to the Virginia DCR for incorporation of the site into the Cedars Natural Area Preserve. The site will be returned to a natural state free of prior industrial impacts. This property will be used for non-profit purposes and will enhance to initiatives for recreational tourism to the region. It will preserve and enhance improvements to local water quality and allow for the establishment and preservation of critical habitat for native species.

The redevelopment strategy for the 71.74-acre RST is to cleanup known sources of contamination such as the abandoned oil-filled machinery, vehicles, tires, scrap metals, other debris and stabilize the existing sawdust piles as well reinforce the drainage improvements. Additionally, as the RST has direct access to State Route 662, a parking area, interpretive signage and trail system are envisioned. All these efforts will render the site suitable for public access and enhance the natural area preservation. These efforts specifically align with the Lee County's efforts to enhance and promote recreational tourism within the County. This strategy is in keeping with the County's *Where Virginia Begins* initiative, as well as the Crooked Road Trail (Virginia's Heritage Music Trail), the Southwest Virginia Spearhead Trails Initiative, the Lee County Forts and Fiddles Program and is synergistic with the County's efforts to promote The Wilderness Road State Park and the Cumberland Gap National Park. Additionally, the redevelopment strategy conforms with the Lee County Comprehensive Plan (April 2012) future land use designation of A-1 "agricultural" which supports open space land management.

II. Applicable Regulations and Cleanup Standards

a. Cleanup Oversight Responsibility

It is the intention of the TNC to enroll the site in the Virginia Voluntary Remediation Program (VRP). The cleanup will be overseen by the VRP department.

b. Cleanup Standards for major contaminants

The Virginia Voluntary Remediation Standards for standards for non-residential use (recreator) will be used as the cleanup standards. However, it is possible that risk-based cleanup standards will be generated for compounds of concern, in accordance with state regulations.

c. Laws & Regulations Applicable to the Cleanup (*briefly summarize any federal, state, and local laws and regulations that apply to the cleanup*)

Laws and regulations that are applicable to this cleanup include the Federal Small Business Liability Relief and Brownfields Revitalization Act, the Federal Davis-Bacon Act, Virginia state environmental law, local County laws and municipal code. Federal, state, and local laws regarding procurement of contractors to conduct the cleanup will be followed.

In addition, all appropriate permits (*e.g.*, notify before you dig, disposal facility contracts, Federal agency permit coordination, etc.) will be obtained prior to the work commencing.

III. Evaluation of Cleanup Alternatives

a. Cleanup Alternatives Considered

Contamination at the site is comprised of surface debris, structures (largely wooden) that require demolition, abandoned oil filled equipment (vehicles and sawmill related machinery), abandoned waste tires, areas of random dumping (including vehicle batteries, crushed drums and other unknown materials) and large (acres in size) relic sawdust piles. To address contamination at the Site, three different alternatives were considered, including Alternative #1: No Action, Alternative #2: Debris and waste removal, and sawdust removal with offsite disposal of both #3: Debris and waste removal with offsite disposal, onsite sawdust stabilization, feasibility evaluation for other sawdust management strategies.

b. Cost Estimate of Cleanup Alternatives

Effectiveness

- Alternative #1: No Action is not effective in controlling or preventing the exposure of receptors to contamination at the Site.
- Alternative #2: Debris removal and offsite disposal of both waste and sawdust is an effective remediation strategy. There is some concern by the Virginia DCR Karst specialists that disturbance of the sawdust piles will potentially result in pulse of leachate and other related particulates. It is anticipated that such a release could that could impair water quality and sensitive flora and fauna both on the surface and within local cave systems.
- Alternative #3: Debris and waste removal with offsite disposal, onsite sawdust stabilization, feasibility evaluation for other sawdust management strategies. is an effective remediation strategy. There is some concern by the Virginia DCR Karst specialists that disturbance of the sawdust piles will potentially result in pulse of leachate and other related particulates. It is anticipated that such a release could that could impair water quality and sensitive flora and fauna both on the surface and within local cave systems.

Implementability

- Alternative #1: No Action is basic to implement since no actions will be conducted.
- Alternative #2: Debris removal and offsite disposal of both waste and sawdust is considered implementable, although the removal of sawdust for offsite disposal will result in the disturbance of established native vegetation, and additional ground disturbance to Therefore, this alternative is considered the most difficult to implement.
- Alternative #3: Debris and waste removal with offsite disposal, onsite sawdust stabilization, feasibility evaluation for other sawdust management strategies is implementable.

Cost

- There will be no costs under Alternative #1: No Action.
- It is estimated that Alternative #2 will be on the order of \$300,000.
- Alternative #3 is estimated to cost roughly \$250,000.

c. Recommended Cleanup Alternative

The recommended cleanup alternative is Alternative #3: Debris and waste removal with offsite disposal, onsite sawdust stabilization, feasibility evaluation for other sawdust management strategies. The reason for selecting Alternative #3 is the ease of implementation, the effectiveness of the strategy, and the reduced cost associated with evaluating management strategies for the sawdust piles versus committing to only offsite disposal. Alternative #1: No Action cannot be recommended since it does not address site risks. Alternative #2: Debris removal and offsite disposal of both waste and sawdust may in fact result in water quality impacts to surface and groundwater (associated karst cave systems); therefore, alternative #2 is not recommended.

.

[Home](#)[About](#)[Board of Supervisors](#)[County Departments](#)[Elected Officials](#)[Employment Opportunities](#)[Courts](#)[Airport](#)[Employee Forms](#)[Lee County Tourism](#)[Bid Notices](#)[Links](#)

Lee County, Virginia

Notices:

NOTICE OF PUBLIC HEARING

Notice is given that on Tuesday, January 29, 2019 at 2:00 p.m. in the Conference Room of the Lee County Courthouse, the Lee County Board of Supervisors will conduct a public hearing to solicit public input on local community development and housing needs in relation to Community Development Block Grant (CDBG) funding for projects in the county.

Information on the amount of funding available, the requirements on benefit to low- and moderate-income persons, eligible activities, and plans to minimize displacement and provide displacement assistance, as necessary, will be available. Citizens will also be given an opportunity to comment on Lee County's past use of CDBG funds. All interested citizens are urged to attend. For additional information, contact Dane Poe, Lee County

Administrator, at (276) 346-7714.

Complaints and grievances can be submitted in writing to the Lee County Administrator at the Lee County Courthouse, at P.O. Box 367, Jonesville VA 24263, or by phone at (276) 346-7714 until the date of the hearing.

If you plan to attend and have any special needs requirements, please call the number listed above.

The Nature Conservancy (TNC) is applying for a EPA Brownfields Cleanup grant to remediate some known environmental impacts on a 71.74 -acre parcel of land (Lee County Tax Map Parcel 52-A-32A). The parcel is located about 2 miles west of Jonesville on Route 662. This parcel was purchased by TNC from the Curtis Russell Lumber, Inc. in 2017. It is the intent of TNC to convey the property to the Virginia Department of Conservation (DCR) for incorporation into The Cedars Natural Area Preserve.

- A copy of the grant proposal is available by emailing akassoff@ee-consulting.com or at the DCR office at 355 Deadmore Street, Abingdon, Virginia 24210
- You may comment on any aspect of the proposal by emailing akassoff@ee-consulting.com
- A public meeting will be held at 10:00 AM on Wednesday January 30th at the Abingdon Office of the DCR at the address listed above.

COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT
AND INTENT TO REQUEST RELEASE OF FUNDS

The Lee Daily Register

[Home](#) | [News](#) | [Hospital News](#) | [Life](#) | [Schools](#) | [Tourism](#) | [Gov't Meetings](#) | [About](#) | [Contact](#)

[Public Notice](#)



PUBLIC NOTICE — The Nature Conservancy and

Posted on January 17, 2019 by [Woodrow Grizzle III](#)

The Nature Conservancy (TNC) is applying for a EPA Brownfields Cleanup grant to remediate some known environmental impacts on a 71.74 -acre parcel of land (Lee County Tax Map Parcel 52-A-32A). The parcel is located about 2 miles west of Jonesville on Route 662. This parcel was purchased by TNC from the Curtis Russell Lumber, Inc. in 2017. It is the intent of TNC to convey the property to the Virginia Department of Conservation (DCR) for incorporation into The Cedars Natural Area Preserve.

A copy of the grant proposal is available by emailing akassoff@ee-consulting.com or by visiting the DCR office at

355 Deadmore Street
Abingdon, Virginia 24210

You may comment on any aspect of the proposal by emailing akassoff@ee-consulting.com

A public meeting will be held at 10:00 AM on Wednesday January 30th at the Abingdon Office of DCR at the address listed above.

R

PU
Co

Sp

Le
Te

Le
An

W
Pl

Y
W

6

Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



Rochell
Deputy
Administration and

Russell V
Deputy
Dam Safety & F
Management and Soil
Con

Thomas
Deputy Director of O

COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

Division of Natural Heritage
355 Deadmore Street
Abingdon, Virginia 24210
Phone: (276) 676-5676

January 17, 2019

To: Lee County Register

The Nature Conservancy (TNC) is applying for a EPA Brownfields Cleanup grant to remediate some known environmental impacts on a 71.74 -acre parcel of land (Lee County Tax Map Parcel 52-A-32A). The parcel is located about 2 miles west of Jonesville on Route 662. This parcel was purchased by TNC from the Curtis Russell Lumber, Inc. in 2017. It is the intent of TNC to convey the property to the Virginia Department of Conservation (DCR) for incorporation into The Cedars Natural Area Preserve.

- A copy of the grant proposal is available by emailing akassoff@ee-consulting.com or at the DCR office at 355 Deadmore Street, Abingdon, Virginia 24210
- You may comment on any aspect of the proposal by emailing akassoff@ee-consulting.com
- A public meeting will be held at 10:00 AM on Wednesday January 30th at the Abingdon Office of the DCR at the address listed above.

Sincerely,

Claiborne Woodall
Southwest Regional Supervisor

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

State Parks • Soil and Water Conservation • Outdoor Recreation Planning
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation

CAS
Court Appointed Sp
FOR CHIL

APPENDIX D

REQUEST FOR PETROLEUM SITE DETERMINATION FROM DEQ

Andy Kassoff

From: Andy Kassoff
Sent: Wednesday, January 23, 2019 4:02 PM
To: 'Maiden, Vincent'; 'daniel.manweiler@deq.virginia.gov'
Subject: Petroleum Eligibility Letter - US EPA Brownfield Cleanup Grant Application - Russell Sawmill Tract, Lee County, Virginia

Dear Vince and Dan,

On behalf of The Nature Conservancy (TNC) I am requesting a Virginia DEQ Petroleum Site Eligibility determination for the Russell Sawmill Tract (71.74 – acre parcel subdivided from the 111-acre Curtis Lumber Parcel) in Lee County, Virginia. In your letter response, please provide information regarding whether the Department applied EPA's guidelines in making the petroleum determination, or if not, what standard you applied.

This request is made pursuant to Threshold Criteria 10.b (page 21) of the FY 19 Guidelines for Cleanup Grants (EPA RFP no. EPA-OLEM-OBLR-18-07).

Please contact me with any questions or comments you may have.

Thank you for your attention to this request.

Sincerely,

Andy

Andrew E. Kassoff, PE, PG, LEED AP

President

EEE CONSULTING, INC.

201 Church Street, Suite C | Blacksburg, VA 24060

540.953.0170 ext. 312

Cell: 540.798.7900



"Per Title VI of the Civil Rights Act of 1964 and other non-discrimination statutes, EEE Consulting, Inc. will not discriminate on the grounds of race, color, national origin, sex, age, disability, or low income in the selection and retention of subconsultants, including procurement of materials and leases of equipment. EEE Consulting, Inc. will ensure that minorities will be afforded full opportunity to submit proposals and will not be discriminated against in consideration for an award."

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

01/31/2019

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

The Nature Conservancy

* b. Employer/Taxpayer Identification Number (EIN/TIN):

53-0242652

* c. Organizational DUNS:

0726566300000

d. Address:

* Street1:

4245 North Fairfax Drive

Street2:

Suite 100

* City:

Arlington

County/Parish:

* State:

VA: Virginia

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

22203-1606

e. Organizational Unit:

Department Name:

VA Chapter-Clinch Valley Prog.

Division Name:

Mid-Atlantic Division

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Steve

Middle Name:

* Last Name:

Lindeman

Suffix:

Title:

Land Protection Program Manager

Organizational Affiliation:

* Telephone Number:

276-676-2209

Fax Number:

276-676-3819

* Email:

slindeman@tnc.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-18-07

* Title:

FY19 GUIDELINES FOR BROWNFIELDS CLEANUP GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Former Russel Sawmill Site Clean Up

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant 9th

* b. Program/Project 9th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 09/01/2019

* b. End Date: 08/31/2022

18. Estimated Funding (\$):

* a. Federal	208,000.00
* b. Applicant	20,800.00
* c. State	20,800.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	249,600.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: Peggy

Middle Name:

* Last Name: Marson

Suffix:

* Title: Grants Specialist

* Telephone Number: 703-841-5681 Fax Number:

* Email: pmarson@tnc.org

* Signature of Authorized Representative: Margaret M Marson * Date Signed: 01/31/2019